

**OVERSIGHT BOARD  
TO THE CITY OF CALIFORNIA CITY SUCCESSOR AGENCY  
SPECIAL MEETING AGENDA  
May 9, 2018, 9:00am  
City Hall 21000 Hacienda Blvd. California City, CA 93505**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Directors Bray, Caudle, Couch, Heathman, Stockwell, Chairman Wiebe

**ADOPT AGENDA**

**PUBLIC BUSINESS FROM THE FLOOR**

**NEW BUSINESS**

- NB 1.** Settlement Agreement and Mutual Release – Pass Thru Payments: Kern County Superintendent of Schools and Mojave Unified School District - Stockwell

Recommend

Review and adopt “**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING CERTAIN PAYMENTS AS ENFORCEABLE OBLIGATIONS OF THE SUCCESSOR AGENCY OF THE CALIFORNIA CITY REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34179(h)(1) & 34171(d)(1)(G).**”

- NB 2.** Re-Establishment of Subdivision Deferment Improvement (SDI) Promissory Notes. Stockwell

Recommend

Review and adopt “**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING LOAN AGREEMENTS AND RATIFICATION AND AMENDMENT TO PROMISSORY NOTES EVIDENCING LOANS BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY.**”

- NB 3.** Distribution of Funds from Successor Agency Property Sales - Stockwell

Recommend

Review and adopt “**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING DISTRIBUTION OF FUNDS FROM PROPERTY DETAILED IN THE LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5 FOR THE DISPOSITION OF REAL PROPERTY ASSETS OF THE FORMER CALIFORNIA CITY REDEVELOPMENT AGENCY**

**BOARD COMMENTS**

**ADJOURNMENT**



# OVERSIGHT BOARD

May 9, 2018

City of California City

**TO: Members of the Oversight Board to the Successor Agency of the Former California City Redevelopment Agency.**

**FROM: Bob Stockwell, Executive Director**

**SUBJECT: Settlement Agreement and Mutual Release – Pass Thru Payments: Kern County Superintendent of Schools and Mojave Unified School District.**

## Background

Staff submitted the Recognized Obligation Payment Schedule (ROPS) for the Fiscal Year 2018-19, to the Department of Finance (DOF) on 1/29/18.  
The ROPS included the following items;

Item no. 20. Kern County Superintendent of Schools, Pass Thru.	\$22,161
Item no. 21. Loan from Low/Mod Housing – SERAF/ERAF.	\$985,000
Item no. 22. Mojave Unified School District – Pass Thru.	\$102,839

The Department of Finance, upon completion of its review determined the following;

Item Nos. 20 and 22 – Pass-through payments to various school districts in the total outstanding amount of \$22,161 and \$102,839, respectively, are not allowed. The Agency provided a Settlement and Mutual Release Agreement (Agreement) dated November 14, 2017 between the Agency, Kern County Superintendent of Schools, and Mojave Unified School District, in which the parties have settled on the amount of pass-through payments to be requested on ROPS 18-19 funded with Redevelopment Property Tax Trust Fund (RPTTF) funding.

It is our understanding the Agreement states the Oversight Board (OB) approved this Agreement as part of the ROPS 18-19 submission. However, pursuant to HSC section 34179 (h) (1), written notice and information about all actions taken by an OB shall be provided to Finance. Once the OB approves the Agreement, and the corresponding OB action is approved by Finance, the Agency may request funding for this item on a future ROPS. Therefore, this item is not an enforceable obligation at this time and the requested amounts of \$22,161 and \$102,839, respectively, are ineligible for RPTTF.

Item No. 21 – Supplemental Education Revenue Augmentation Fund in the total outstanding amount of \$985,000 is not allowed. HSC section 34171 (d) (1) (G) requires the OB to approve a repayment schedule for the repayment of the amounts borrowed. The Agency has not submitted an OB Resolution approving the repayment schedule. Once the OB approves the loan and loan repayment schedule, and the corresponding OB action is approved by Finance, the Agency may request funding for this item on a future ROPS. Therefore, this item is not an enforceable obligation and the requested amount of \$985,000 is ineligible for RPTTF funding at this time.

(above excerpt taken from the DOF correspondence dated March 23, 2018)

Staff has prepared the requested documents (attached) for DOF compliance and is seeking approval of the Successor Agency and the Oversight Board to proceed with the DOF recommendations.

Upon approval by the Oversight Board, of the attached Resolution, staff will submit to the DOF and request a "Meet & Confer". In addition, staff will seek to revise the ROPS during the DOF revision period.

**Recommendation:**

Review and adopt "A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING CERTAIN PAYMENTS AS ENFORCEABLE OBLIGATIONS OF THE SUCCESSOR AGENCY OF THE CALIFORNIA CITY REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34179(h)(1) & 34171(d)(1)(G)"

Attachments:

- RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING CERTAIN PAYMENTS AS ENFORCEABLE OBLIGATIONS OF THE SUCCESSOR AGENCY OF THE CALIFORNIA CITY REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34179(h)(1) & 34171(d)(1)(G)"
- Settlement Agreement and Mutual Release

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING CERTAIN PAYMENTS AS ENFORCEABLE OBLIGATIONS OF THE SUCCESSOR AGENCY OF THE CALIFORNIA CITY REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34179(h)(1) & 34171(d)(1)(G)**

**RECITALS:**

A. The City Council of the City of California City (the "City") adopted Resolution No. 01-12-2449 on January 11, 2012, pursuant to Part 1.85 of the California Health and Safety Code electing for the City to serve as the successor agency for the City of California City Redevelopment Agency (the "Successor Agency") upon the dissolution of the California City Redevelopment Agency.

B. The Oversight Board of the Successor Agency (the "Oversight Board") has been duly appointed and constituted pursuant to Section 34179 of part 1.85 of the California Health and Safety Code; and

C. Health and Safety Code section 34179(h)(1) requires the Oversight Board to approve a repayment schedule of amounts borrowed from the Low and Moderate Income Housing Fund; and

D. Health and Safety Code section 34171(d)(1)(G) requires the Oversight Board to provide the Department of Finance a resolution approving enforceable obligations to be included on the Recognized Obligation Payment Schedule.

**NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. This Resolution is adopted pursuant to Health and Safety Code Sections 34179(h)(1) and 34171(d)(1)(G).

Section 3. The Oversight Board hereby approves pass through payments to the Kern County Superintendent of Schools in the amount of \$22,181.00 and to the Mojave Unified School District in the amount of \$102,839.00 as shown in Exhibit "A" pursuant to Health and Safety Code Section 34179(h)(1).

Section 4. The Oversight Board hereby approves the payment schedule to the Low and Moderate Income Housing Fund totaling \$985,000 as shown in Exhibit "B" pursuant to Health and Safety Code Section 34171(d)(1)(G).

Section 5. The Secretary is hereby authorized and directed to file a certified copy of this Resolution with the County Auditor-Controller and the State Department of Finance.

Section 6. Pursuant to Health and Safety Code Section 34179(h), all actions taken by the Oversight Board may be reviewed by the State of California Department of Finance, and therefore, this Resolution shall not be effective for three (3) business days, pending a requires for review by the State of California Department of Finance

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairman – Oversight Board

ATTEST:

\_\_\_\_\_  
Denise Hilliker, Secretary / City Clerk

I hereby certify that the foregoing resolution was duly and regularly adopted by the Oversight Board of the Successor Agency at the regular meeting thereof held on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Denise Hilliker, Secretary / City Clerk

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release ("Settlement Agreement") is dated as of the \_\_\_\_ day of November, 2017, by and between the following parties:

1. Kern County Superintendent of Schools, a California public education entity ("KCSOS"); and
2. Mojave Unified School District, a California public school district ("MUSD"); and
3. California City Successor Agency ("Cal-City SA") to the former California City Redevelopment Agency ("Cal-City RDA").

KCSOS and MUSD may be referred to herein as the local educational agencies ("LEA's"). KCSOS, MUSD and Cal-City SA may be referred to herein individually as a "Party" or collectively as the "Parties."

### **RECITALS**

A. WHEREAS, the LEA's have asserted that provisions of the Health and Safety Code required the former Cal-City RDA to make pass-through payments pursuant to AB 1290 ("Pass-through Payments") to the LEA's as local taxing entities within the former Cal-City RDA project areas; and

B. WHEREAS, KCSOS has asserted that under the provisions of that certain Tax Sharing Agreement dated July 10, 1989 by and between the Cal-City RDA and KCSOS, the former Cal-City RDA was required to make agreement payments equal to fifty percent (50%) of KCSOS's share of the tax increment that the Cal-City RDA received from its original project area ("Agreement Pass-through Payments") to KCSOS from and after fiscal year 1994-95, for each fiscal year thereafter during the term of the redevelopment plan; and

C. WHEREAS, KCSOS has further asserted that such Agreement Pass-through Payments were underpaid or not paid by the former Cal-City RDA to KCSOS and that AB 1290 Pass-through Payments due from the former Cal-City RDA to the LEAs have either been unpaid or underpaid; and

D. WHEREAS, in accordance with Health and Safety Code Section 34173(g), the Successor Agency is a separate legal entity from the City of California City and the liabilities and/or assets of the RDA and Successor Agency do not transfer to the City of California City.

E. WHEREAS, pursuant to ABX1 26, on February 1, 2012, the Cal-City RDA was dissolved, and the Cal-City SA was created by law to wind-down the operations and business of the former Cal-City RDA; and

F. WHEREAS, in June, 2013, KCSOS, through its consultant Public Economics, Inc. made, on behalf of itself and MUSD, an initial request to the Cal-City SA for unpaid Agreement Pass-through Payments for Fiscal Years 2008-09 through 2010-11, and unpaid or underpaid AB 1290 Pass-through Payments for fiscal years 2008-09 through 2010-11 ("Pre-Dissolution Pass-through Payments"); and

G. WHEREAS, KCSOS and MUSD filed in Kern County Superior Court a Verified Petition for Writ of Mandate and Complaint for Declaratory Relief and Breach of Contract against Cal-City SA on or about June 29, 2015 (Case No. BCV 15-100357 NFT) (the "Writ Action"); and

H. WHEREAS, California Health and Safety Code § 34180 provides the following:

All of the following successor agency actions shall first be approved by the oversight board:

(a) The establishment of new repayment terms for outstanding loans where the terms have not been specified prior to the date of this part. An oversight board shall not have the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1).

(b) The issuance of bonds or other indebtedness or the pledge or agreement for the pledge of property tax revenues (formerly tax increment prior to the effective date of this part) pursuant to subdivision (a) of Section 34177.5.

(c) Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

(d) Merging of project areas.

(e) Continuing the acceptance of federal or state grants, or other forms of financial assistance from either public or private sources, if that assistance is conditioned upon the provision of matching funds, by the successor entity as successor to the former redevelopment agency, in an amount greater than 5 percent.

(f) (1) If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

(2) If no other agreement is reached on valuation of the retained



assets, the value will be the fair market value as of the 2011 property tax lien date as determined by an independent appraiser approved by the oversight board.

(g) Establishment of the Recognized Obligation Payment Schedule.

(h) A request by the successor agency to enter or reenter into an agreement with the city, county, or city and county that formed the redevelopment agency that it is succeeding pursuant to Section 34178. An oversight board shall not have the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1). Any actions to establish or reestablish any other agreements that are authorized under this part, with the city, county, or city and county that formed the redevelopment agency are invalid until they are included in an approved and valid Recognized Obligation Payment Schedule.

(i) A request by a successor agency or taxing entity to pledge, or to enter into an agreement for the pledge of, property tax revenues pursuant to subdivision (b) of Section 34178.

(j) Any document submitted by a successor agency to an oversight board for approval by any provision of this part shall also be submitted to the county administrative officer, the county auditor-controller, and the Department of Finance at the same time that the successor agency submits the document to the oversight board.

(Amended by Stats. 2015, Ch. 325, Sec. 14. Effective September 22, 2015.)

H. WHEREAS, California Health and Safety Code § 34181 provides the following:

The oversight board shall direct the successor agency to do all of the following:

(a) (1) Dispose of all assets and properties of the former redevelopment agency; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset. Any compensation to be provided to the successor agency for the transfer of the asset shall be governed by the agreements relating to the construction or use of that

asset. Disposal shall be done expeditiously and in a manner aimed at maximizing value. Asset disposition may be accomplished by a distribution of income to taxing entities proportionate to their property tax share from one or more properties that may be transferred to a public or private agency for management pursuant to the direction of the oversight board.

(2) "Parking facilities and lots dedicated solely to public parking" do not include properties that generate revenues in excess of reasonable maintenance costs of the properties.

(b) Cease performance in connection with and terminate all existing agreements that do not qualify as enforceable obligations.

(c) Transfer housing assets pursuant to Section 34176.

(d) Terminate any agreement, between the dissolved redevelopment agency and any public entity located in the same county, obligating the redevelopment agency to provide funding for any debt service obligations of the public entity or for the construction, or operation of facilities owned or operated by such public entity, in any instance where the oversight board has found that early termination would be in the best interests of the taxing entities.

(e) Determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the oversight board for its approval. The board may approve any amendments to or early termination of those agreements if it finds that amendments or early termination would be in the best interests of the taxing entities.

(f) All actions taken pursuant to subdivisions (a) and (c) shall be approved by resolution of the oversight board at a public meeting after at least 10 days' notice to the public of the specific proposed actions. The actions shall be subject to review by the department pursuant to Section 34179 except that the department may extend its review period by up to 60 days. If the department does not object to an action subject to this section, and if no action challenging an action is commenced within 60 days of the approval of the action by the oversight board, the action of the oversight board shall be considered final and can be relied upon as conclusive by any person. If an action is brought to challenge an action involving title to or an interest in real property, a notice of pendency of action shall be recorded by the claimant as provided in Title 4.5 (commencing with Section 405) of Part 2 of the Code of Civil Procedure within a 60-day period.

I. WHEREAS, to avoid protracted and costly litigation, the Parties have now reached a full and final settlement of the Writ Action relating to the amount of these Pre-Dissolution Pass-through Payments that have been alleged to remain due and owing to the LEA's, which the Parties recognize and acknowledge are subject to approval by the Oversight Board and California Department of Finance.

J. WHEREAS, the Parties maintain that these Pre-Dissolution Pass-through Payments constitute enforceable obligations of the Cal-City SA per Health and Safety Code Section 34171(d)(1)(C), since (i) they are "obligations imposed by State law" for years prior to dissolution of the Cal-City RDA, and (ii) the Agreement Pass-through Payments are required by a "legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy," and (iii) they are not "pass-through payments that are made by the county auditor-controller pursuant to Health and Safety Code Section 34183," which payments are exclusively for years after dissolution of the Cal-City RDA, and (iv) per Health and Safety Code Section 34171(d)(1)(D), they are obligations pursuant to a settlement in order to avoid a potential judgment entered by a competent court of law that may involve a larger amount of both Pre-Dissolution Pass-Through Payments and legal costs, and (v) per Health and Safety Code Section 34171(d)(1)(F), they represent an agreement concerning litigation expenses related to settlements.

### **TERMS OF SETTLEMENT**

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **Contingencies:** Except as otherwise set forth herein, the parties acknowledge and agree that no term of this Settlement Agreement shall be binding on any Party to the Agreement unless and until all of the following contingencies are met: (a) each Party's governing board duly approves this Settlement Agreement, (b) the Oversight Board to the Cal-City SA ("Cal-City OB") duly approves this Settlement Agreement as a part of the Successor Agency's Recognized Obligation Payment Schedule ("ROPS") by resolution and submits such resolution to the State Department of Finance ("DOF"), and (c) DOF has not requested review or reconsideration of approval by the Cal-City OB of the foregoing action, or if the DOF has requested review or reconsideration of approval by the Cal-City OB of the foregoing action, such reviewed or reconsidered approval by the Cal-City OB has been finally approved by the DOF. If DOF issues a final decision disapproving the Settlement Agreement, the Cal-City Successor Agency shall not have any further duty with respect to this Settlement Agreement, and this Settlement Agreement shall be null and void.
2. **Settlement of Claims:** The Parties hereby agree to resolve all disputes related to Writ Action and the amount of Pre-Dissolution Pass-through Payments due to the LEA's in the total amount of One Hundred Twenty-Five Thousand Dollars and 00/100 Cents (\$125,000.00) paid as follows:

- a) KCSOS Obligation. The Cal-City SA shall pay solely from funds it receives from the Real Property Tax Trust Fund ("RPTTF") in accordance with Subsection c) of this Section 2, the sum of Twenty Two Thousand One Hundred Sixty-One Dollars and 00/100 Cents **(\$22,161.00)** in full satisfaction of the Pre-Dissolution Pass-through Payments owed to KCSOS (the "KCSOS Obligation").
- b) MUSD Obligation. The Cal-City SA shall pay solely from funds it receives from the RPTTF in accordance with Subsection c) of this Section 2, the sum of One Hundred Two Thousand Eight Hundred Thirty-Nine Dollars and 00/100 Cents **(\$102,839.00)** in full satisfaction of the Pre-Dissolution Pass-through Payments owed to MUSD (the "MUSD Obligation") and together with the KCSOS Obligation, the ("LEA Obligations"). MUSD covenants to use the majority of the MUSD Obligation on capital expenditures benefitting schools located within the city limits of California City, and to remit to the Cal-City SA an accounting of its expenditures demonstrating compliance with this section.
- c) RPTTF. Following the Parties' approval of this Settlement Agreement, the Cal-City SA shall submit the LEA Obligations to the Cal-City OB and the DOF, on the Recognized Obligation Payment Schedule for the 18-19A ROPS period covering payments commencing July 1, 2018 and concluding December 31, 2018 (the "ROPS 18-19A Period"). The Parties acknowledge and agree that payments for the LEA Obligations: (a) shall be limited to RPTTF monies received via ROPS 18-19, as approved by DOF, (or if RPTTF monies received via ROPS 18-19 are insufficient, limited to RPTTF monies received via subsequent ROPS, until the LEA Obligations are paid in full.
- d) Dismissal of Action. No later than five calendar days after the Cal-City SA has submitted documentation to KCSOS and MUSD that ROPS 18-19A, which includes the LEA Obligations, has become valid pursuant to Health and Safety Code section 34177(l)(2), KCSOS and MUSD shall dismiss with prejudice as to the Cal-City SA the Writ Action. Cal-City SA agrees to support and advocate for approval of this Settlement Agreement and ROPS 18-19 (and subsequent ROPS, if necessary) with the Cal-City OB.
- e) If DOF initially disapproves of the LEA Obligations on ROPS 18-19, or on any future ROPS as the case may be, Cal-City SA shall timely request a meet and confer session with DOF. Cal-City SA shall notify KCSOS and MUSD of DOF's initial disapproval, of the meet and confer request, and of the meet and confer date, time, and location, and shall invite KCSOS and MUSD to participate in the meet and confer session. Cal-City SA shall urge DOF in the meet and confer session to approve the LEA Obligations. If, following the meet and confer session, DOF

issues a final decision disapproving the LEA Obligations, Cal-City SA shall not have any further duty with respect to this Settlement Agreement.

3. **Release and Waiver of Claims:**

- a) Excepting the obligations arising out of this Settlement Agreement, each Party, on behalf of itself, and all present or former Board members, officers, employees, agents, attorneys and representatives, successors and assigns, and each of them (the "Party Representatives"), does hereby fully and finally settle, release, relieve, acquit and forever discharge all other Parties and their Party Representatives from any and all claims, claims for indemnification or contribution, complaints, causes of action, demands, liabilities, losses, or damages, including attorneys' fees and costs, experts' and consultants' fees and costs, whether asserted, or that could have been asserted, known or unknown, which the Party or Party Representatives may now or hereafter have against any other Party and their Party Representatives, arising out of or in any way related to the matters herein.
- b) Each of the Parties hereto acknowledges that it is familiar with Section 1542 of the California Civil Code which provides as follows:
- A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
- c) Except as provided for specifically in this Settlement Agreement, the Parties waive and relinquish any and all rights and benefits which they may have under, or which may be conferred upon them by the provisions of Section 1542 of the California Civil Code, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the subject matter of this Settlement Agreement. In connection with such waiver and relinquishment, the Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Settlement Agreement, but that it is the intention of each of the Parties to this Settlement Agreement to hereby fully, finally and forever waive said claims, whether known or unknown, suspected or unsuspected, which concern, arise out of, or are in any way connected with the matters set forth in this Settlement Agreement.







- d) Except for proceedings to enforce the terms of this Settlement Agreement and proceedings related to matters not released by this Settlement Agreement, the Parties covenant and agree that at no time subsequent to the date of their respective executions of this Settlement Agreement will they file or maintain or cause or knowingly permit the filing or maintenance of, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, any charge, claim, or action of any kind, nature or character whatsoever, known or unknown, which they may now have, or have ever had, or which they may later discover, against another Party or Parties, which is based in whole or in part on any act, omission or event relating to the matters herein. The Parties agree that this Settlement Agreement shall constitute a full and complete defense to, and may be used as a basis for a permanent injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted by any of them in breach of this Settlement Agreement. Any damages suffered by any of the Parties by reason of any breach of the provisions of this Settlement Agreement by any of the other Parties shall be recoverable including attorneys' fees and costs reasonably incurred in instituting, prosecuting or defending any action, grievance, or proceeding resulting from said breach of this Settlement Agreement.
4. **No Admission of Liability:** This Settlement Agreement embodies a compromise of disputed issues and is made in good faith. The Parties understand that no Party hereto admits any negligence, breach of contract, or any wrongdoing in connection with the matters herein referred to, and that the compromise embodied in this Settlement Agreement is not an admission of any fault, liability, or culpability by any Party.
5. **Attorneys' Fees:** Except in any proceeding to enforce this Settlement Agreement, each Party shall bear its own fees and costs.
6. **Enforcement of Settlement:** In any proceeding to enforce any rights and/or construe any obligations under this Settlement Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred, including compensation paid to experts.
7. **Authority:** Subject to the provisions of Paragraph 2. c), above, recognizing the need for approval by the Cal-City OB and DOF, each Party represents and warrants that it has full power and authority to enter into and perform this Settlement Agreement and that the person executing this Settlement Agreement on behalf of that Party has been properly authorized and empowered to enter into this Settlement Agreement and bind that Party hereto.


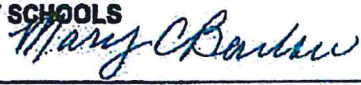

8. **Interpretation:** This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of California, provided that no provision of this Settlement Agreement shall be interpreted for or against a Party because that Party or Parties' legal representative drafted such provision, and that this Settlement Agreement shall be construed as if jointly prepared by the Parties.
9. **Independent Counsel:** Each of the Parties to this Settlement Agreement warrants that it has, through its representatives, carefully read and understood the terms and conditions of this Settlement Agreement, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
10. **Drafting of Agreement By All The Parties:** This Settlement Agreement shall be deemed to have been prepared by all the Parties to the Agreement.
11. **Amendments:** No modification, waiver, or amendment to this Settlement Agreement shall be valid unless the same is in writing and executed by the Party against which the enforcement of such modification, waiver or amendment is or may be sought.
12. **Counterparts:** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Settlement Agreement binding all the Parties hereto.
13. **Severability:** The Parties agree that should any provision of this Settlement Agreement, or any portion of any provision, be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of the provision and the Settlement Agreement shall nonetheless remain binding in effect, unless this would result in a substantial failure of consideration.
14. **Waiver:** Except as may be provided expressly in writing by each Party, no action or want of action on the part of any Party hereto at any time to exercise any rights or remedies conferred upon it under this Settlement Agreement shall be, or shall be asserted to be, a waiver on the part of any such Party of any of its rights or remedies hereunder.
15. **Performance of Settlement:** The Parties agree to perform any further acts and execute and deliver any further documents that may reasonably be necessary to carry out the provisions of this Settlement Agreement. The LEA's shall be responsible for all costs, including attorneys' fees incurred by the Cal-City SA related to any meet and confer process with DOF or any litigation, arising out of the inclusion of the LEA Obligations on ROPS 17-18B.

16. **Indemnity and Hold Harmless:** LEAs agree to and shall defend, indemnify and hold harmless the Cal-City SA and the City of Cal-City and each agency's officers, agents and employees, from any and all claims; demands; liabilities; costs and expenses including, but not limited to, attorney's fees; damages; causes of action; and judgments, in any manner arising out of this Settlement Agreement. The LEAs obligations pursuant to this paragraph are joint and several obligations of the LEAs. The Cal-City SA or the City of Cal-City may, in its discretion, participate in the defense of any such legal action.
17. **No Assignment:** The Parties expressly warrant that they have not assigned or transferred any claims to any other individuals or entities.
18. **Binding Effect:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their assigns, agents, brokers, attorneys, representatives, affiliates, successors, predecessors, divisions, employees, or any other related person or entity, known or unknown, acting by, through or in concert with them.
19. **Entire Agreement:** There are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the Parties hereto relating to the subject matter of this Settlement Agreement which are not fully expressed herein. This Settlement Agreement shall be interpreted according to its own terms, as defined in this Settlement Agreement or otherwise according to their ordinary meaning without any parole evidence. This is an integrated Settlement Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS HEREOF the Parties have caused this Settlement Agreement to be executed on the day and year first written above.

<p>Approved as to form:</p>  <p><b>SCHOOLS LEGAL SERVICE</b> Christopher P. Burger Attorneys for the LEA's</p>	<p><b>KERN COUNTY SUPERINTENDENT OF SCHOOLS</b>  Mary C. Barlow, Ed. D. Superintendent of Schools</p> <p><b>MOJAVE UNIFIED SCHOOL DISTRICT</b>  Aaron Houghton, Superintendent</p>
---	--

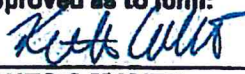
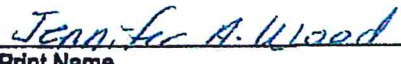
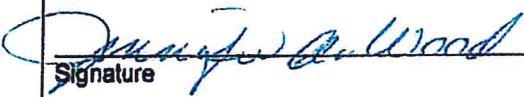
<p>Approved as to form:</p>  <p><b>JONES &amp; MAYER</b> Keith F. Collins Attorneys for the Cal-City Successor Agency</p>	<p><b>CAL-CITY SUCCESSOR AGENCY</b></p> <p> Jennifer A. Wood Print Name</p> <p> Signature</p>
--	---

EXHIBIT "A"

BREAKDOWN OF PAYMENTS TO LEAs

LEA	AMOUNT DUE
KCSOS	\$ 22,161
MUSD	\$ 102,839
<b>Total</b>	<b>\$ 125,000</b>

# OVERSIGHT BOARD

May 9, 2018

**TO: Members of the Oversight Board to the Successor Agency of the Former California City Redevelopment Agency.**

**FROM: Bob Stockwell, Executive Director**

**SUBJECT: Re-Establishment of Subdivision Deferment Improvement (SDI) Promissory Notes.**

## **SUMMARY AND RECOMMENDATION**

In the early 1990's the City loaned funds to the City's redevelopment agency for two projects. The first was the purchase of land to be used for development of housing the second was for upgrades at the waste water treatment plant. As explained further below, the state legislation to dissolve redevelopment agencies originally cancelled all loan agreements between the agency that set up a redevelopment agency and the local redevelopment agency. Further amendments to those laws now allow a City that has gone through the audit process and taken the steps required by the law to receive a finding of completion from the State Department of Finance to reinstate those type of loans, but the interest rate is limited to 3% simple interest and there are some other restrictions on the use of the funds which are required. The Successor Agency received a finding of completion from DOF on December 23, 2015.

The action presented to the Oversight Board is approval of resolutions approving new loan agreements to reinstate the loans between the City SDI fund and the Successor Agency, which now controls all assets and actions of the former Redevelopment Agency. Staff recommends approval by the Oversight Board.

## **ANALYSIS**

The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency an amount equal to \$5,902,000 from the City's SDI Fund. The purpose of the loan was to construct improvements to the Waste Water Treatment Plant serving the Redevelopment Project Area. The RDA has repaid the City SDI Fund some interest to date but has not paid down any amount of the loan principal balance.

The City and Redevelopment Agency executed a second promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the development of market rate and affordable housing within the Redevelopment Project Area. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal. The promissory of July 1, 1993 and September 27, 1993 are hereinafter referred to as the "RDA Promissory Notes."

Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

The Successor Agency listed the obligation to repay RDA Promissory notes to the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those loans would be allowed. At that time, Health and Safety Code Section 34171(d)(2) provided, with a few exceptions, that "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

Repayment of the loan will be subject to several amended terms, per Health and Safety Code, Section 34191.4:

- Interest rates on the loans will be recalculated to 3% from the point of inception.
- Payments will be made to principal first, then interest.
- For each ROPS period, loan will be repaid after other enforceable obligations are paid (such as capital projects on the ROPS).
- Maximum payment per year will be 50% of the increase between the amount distributed to the taxing entities in the Redevelopment Plan Area from the Redevelopment Property Tax Trust Fund during that year and the amount distributed to the taxing entities during the base year. (the increment).
- 20% of yearly payments received by the City shall be transferred to the City's Low and Moderate Income Housing Asset Fund.

In keeping with Health and Safety Code requirements, a defined repayment schedule has been developed with annual payments. Payments will be made based upon availability of funds after payment of other enforceable obligations on the ROPS and the yearly cap. Based upon this requirement, sufficient funds are projected to be available to begin payments in fiscal year 2019-20 and complete loan payoff as shown in the repayment schedule.

## **ATTACHMENTS**

(Reviewed by the Successor Agency Board 05/08/18)

- "RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING LOAN AGREEMENTS AND RATIFICATION AND AMENDMENT TO PROMISSORY NOTES EVIDENCING LOANS BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY".
- "RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY APPROVING LOAN AGREEMENTS AND RATIFICATION AND AMENDMENT TO PROMISSORY NOTES EVIDENCING LOANS BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY".
- Loan Agreement #1 \$5,902,000
- Loan Agreement #2 \$4,500,000
- Original Loan Agreement dated 7/1/93
- Original Loan Agreement dated 3/14/90 & Amendment Dated 9/27/1993
- New Amortization Schedule, Loan #1
- New Amortization Schedule, Loan #2

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING LOAN AGREEMENTS AND RATIFICATION AND AMENDMENT TO PROMISSORY NOTES EVIDENCING LOANS BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY**

**BE IT RESOLVED BY THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY** as follows:

**1. Purpose.**

The Successor Agency to the California City Redevelopment Agency (herein "Successor Agency") wishes to invoke Health & Safety Code Section 34191.4(b) to make two notes issued by the California City Redevelopment Agency (herein "Redevelopment Agency") to the City of California City (herein "City") enforceable obligations. The Oversight Board must find the notes are enforceable obligations before Section 34191.4(b) can be operative. This Resolution memorializes the Oversight Board's findings.

**2. Findings.**

The Oversight Board finds, determines, and declares as follows:

a. The Redevelopment Agency borrowed from the City to obtain money for two City projects. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities. The Dissolution Act provides that after a successor agency receives a finding of completion from the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions. The Successor Agency received a finding of completion from DOF on December 23, 2015.

b. The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency an amount equal to \$5,902,000 from the City's SDI Fund. The purpose of the loan was to

construct improvements to the Waste Water Treatment Plant serving the Redevelopment Project Area. The RDA has repaid the City SDI Fund some interest to date but has not paid down any amount of the loan principal balance.

c. The City and Redevelopment Agency executed a second promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of blighted land for the development of market rate and affordable housing within the Redevelopment Project Area. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal. Collectively, the promissory of July 1, 1993 and September 27, 1993 are hereinafter referred to as the "RDA Promissory Notes."

d. The loans were for legitimate redevelopment purposes, namely, the acquisition and development of blighted land and wastewater treatment plant improvements.

e. The remaining principal amounts of the RDA Promissory Notes are \$5,902,000 and \$4,500,000.

f. The reasonable term for repayment is 25 years.

### **3. Repayment Schedule.**

The notes shall be repaid as aforesaid commencing 2019-20 fiscal year from amounts distributed to taxing entities pursuant to Health & Safety Code Section 34176.

### **4. Approval of Loan Agreements**

The Oversight Board of approves the City and Successor Agency Loan Agreements attached hereto, and incorporated by this reference, as Attachment 1 and Attachment 2 to this resolution. The conditions of repayment shall be as set forth in Health & Safety Code Section 34191.4(b)(2).

**PASSED, APPROVED AND ADOPTED** on \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

, Chair

ATTEST:

---

Denise Hilliker, Agency Secretary

(SEAL)



## **RESOLUTION NO.**

# **RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY APPROVING LOAN AGREEMENTS AND RATIFICATION AND AMENDMENT TO PROMISSORY NOTES EVIDENCING LOANS BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY**

## **RECITALS**

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of California City (the "Redevelopment Agency" or "RDA") and subsequently adopted the Redevelopment Plan for the City of California City (the "Redevelopment Plan").

B. The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency an amount equal to \$5,902,000 from the City's SDI Fund. The purpose of the loan was to construct improvements to the Waste Water Treatment Plant serving the Redevelopment Project Area. The RDA has repaid the City SDI Fund some interest to date but has not paid down any amount of the loan principal balance.

C. The City and Redevelopment Agency executed a second promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the development of market rate and affordable housing within the Redevelopment Project Area. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal.

D. Collectively, the promissory of July 1, 1993 and September 27, 1993 are hereinafter referred to as the "RDA Promissory Notes."

E. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

F. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

G. Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

H. In a separate procedure authorized by the Dissolution Act, the State Controller's office performed its own audit of transfers between the Redevelopment Agency and the City and determine that the final payment under the RDA Promissory Notes was not proper and ordered that the City return the payment to the Successor Agency. The City returned \$274,644 to the Successor Agency in December 2013.

G. The Successor Agency listed the obligation to repay the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those loans would be allowed.

H. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

I. The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

J. The Successor Agency received a finding of completion from DOF on December 23, 2015.

K. The parties desire to enter into this Amendment in order to ratify the existence and validity of the RDA Promissory Notes, and to authorize the repayment to the City of remaining amount owed to the City.

**NOW THEREFORE, THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY DOES HEREBY RESOLVE AS FOLLOWS:**

1. The Board of the Successor Agency finds and determines that the loans between the former Redevelopment Agency and the City were used to further the Redevelopment Agency’s redevelopment activities and were for legitimate redevelopment purposes. The proceeds of the loan benefitted the properties within the California City Redevelopment Project Area, were all projects included within the California City Redevelopment Plan and authorized by the Community Redevelopment Law (Health & Saf. Code §33000 et al.).
2. The Board of the Successor Agency approves and authorizes the Executive Director to execute the Loan Agreements attached hereto, and incorporated by this reference, as Attachment 1 and Attachment 2 to this resolution.
3. The Executive Director is directed to transmit this resolution and the approved and fully executed loan agreements to the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of California City for approval.

APPROVED and ADOPTED this 8th day of May, 2018.

---

Jennifer Wood, Chairman

ATTEST:

---

Denise Hilliker, City Clerk

**LOAN AGREEMENT BETWEEN THE CITY OF CALIFORNIA CITY  
AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY OF THE CITY OF CALIFORNIA CITY AMENDING AND  
REINSTATING A PROMISSORY NOTE BETWEEN THE CITY OF  
CALIFORNIA CITY AND THE FORMER REDEVELOPMENT  
AGENCY OF THE CITY OF CALIFORNIA CITY**

**THIS LOAN AGREEMENT AND AMENDMENT TO PROMISSORY NOTE** (this "Agreement") is entered into this day of May 9, 2018, by and between the CITY OF CALIFORNIA CITY, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY, a public body (the "Successor Agency").

**RECITALS**

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Agreement with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of California City (the "Redevelopment Agency" or "RDA") and subsequently adopted the Redevelopment Plan for the City of California City (the "Redevelopment Plan").

B. The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency \$5,902,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the construction of housing within the Redevelopment Project Area, and the City did acquire the property. The RDA has repaid the City SDI Fund interest to date in the amount of \$400,000 but has not paid down any amount of the principal. The promissory of April 19, 1993 is hereinafter referred to as the "RDA Promissory Note."

C. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

D. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

E. Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

F. However, in a separate procedure authorized by the Dissolution Act, the State Controller's office performed its own audit of transfers between the Redevelopment Agency and the City and determine that the final payment under the RDA Promissory Notes was not proper and ordered that the City return the payment to the Successor Agency. The City returned \$274,644 to the Successor Agency in December 2013.

## Loan Agreement # 1

G. The Successor Agency listed the obligation to repay the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those Loans would be allowed.

H. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

I. However, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

J. The Successor Agency received a finding of completion from DOF on December 23, 2015.

K. The parties desire to enter into this Agreement in to ratify the existence and validity of the RDA Promissory Notes, and to authorize the repayment to the City of remaining amount owed to the City.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Agreement is (a) to ratify the existence and validity of the RDA Promissory Note dated September 27, 1993, and (b) to establish the understanding and agreement of the parties as to the repayment terms of the September 27, 1993 RDA Promissory Note pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total outstanding amount of the loan owed to the City under the RDA Promissory Note dated September 27, 1993, as of June 30, 2018 was approximately \$?????, and no payments have been made to reduce the original principal amount of \$5,902,000. A copy of the original Promissory Note is attached hereto as Exhibit A.

3. Amendment to RDA Promissory Note. Section 5 of the RDA Promissory Note is amended to read, the unpaid principal balance of the loan shall bear interest at the rate of 3% per annum as allowed by Health and Safety Code section 34191.4.

4. Loan Furthered Legitimate Redevelopment Purposes. The parties acknowledge and agree that the amounts due to the City under the Agreement reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency’s redevelopment activities and was for legitimate redevelopment purposes. The proceeds of the loan were used to make improvements to the Waste Water Treatment Plant serving the California City Redevelopment Project Area which was a project included within the California City Redevelopment Plan and authorized by the Community Redevelopment Law (Health & Saf. Code §33000 *et al.*)

Loan Agreement # 1

5. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Agreement will be deemed to be an "enforceable obligation" only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on October 3, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved, by resolution, the Agreement as an enforceable obligation, and made a finding that the loan of funds to the Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes and in compliance with Health and Safety Code section 34191.4(b)(2)(A)

c. The annual repayment to the City shall be the maximum amount authorized each fiscal year under Health and Safety Code section 34191.4(b)(3). The loan repayment amount shall be recalculated from the date of origination of the loan as approved by the redevelopment agency on a quarterly basis, at a simple interest rate of 3 percent. The recalculated loan shall be repaid to the city in accordance with the defined schedule attached hereto as Exhibit B. Moneys repaid shall be applied first to the principal, and second to the interest.

d. Twenty percent (20%) of any loan repayment shall be transferred to the Low and Moderate Income Housing Asset Fund established by the City of California City as the housing successor to the Redevelopment Agency.

6. The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Agreement, together with a finding that the loan of funds by the City to the former Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes.

IN WITNESS WHEREOF, the City and Successor Agency have executed this Agreement as of the date first set forth above.

**CITY OF CALIFORNIA CITY**

\_\_\_\_\_  
By: Robert Stockwell, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Christian Bettenhausen, City Attorney

Loan Agreement # 1

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY OF CALIFORNIA CITY**

By:

---

Robert Stockwell, Executive Director

APPROVED AS TO FORM:

By:

---

Christian Bettenhausen, Agency Counsel

**LOAN AGREEMENT BETWEEN THE CITY OF CALIFORNIA CITY  
AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY OF THE CITY OF CALIFORNIA CITY AMENDING AND  
REINSTATING A PROMISSORY NOTE BETWEEN THE CITY OF  
CALIFORNIA CITY AND THE FORMER REDEVELOPMENT  
AGENCY OF THE CITY OF CALIFORNIA CITY**

**THIS LOAN AGREEMENT AND AMENDMENT TO PROMISSORY NOTE** (this "Agreement") is entered into this day of May 9, 2018, by and between the CITY OF CALIFORNIA CITY, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY, a public body (the "Successor Agency").

**RECITALS**

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Agreement with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of California City (the "Redevelopment Agency" or "RDA") and subsequently adopted the Redevelopment Plan for the City of California City (the "Redevelopment Plan").

B. The City and Redevelopment Agency executed a promissory note dated March 14, 1990, which note was subsequently amended by a new promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the construction of housing within the Redevelopment Project Area, and the City did acquire the property. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal. The promissory of September 27, 1993 is hereinafter referred to as the "RDA Promissory Note."

C. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

D. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

E. Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

F. However, in a separate procedure authorized by the Dissolution Act, the State Controller's office performed its own audit of transfers between the Redevelopment Agency and the City and determine that the final payment under the RDA Promissory Notes was not proper and ordered that the City return the payment to the Successor Agency. The City returned \$274,644 to the Successor Agency in December 2013.

## Loan Agreement # 2

G. The Successor Agency listed the obligation to repay the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those Loans would be allowed.

H. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

I. However, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

J. The Successor Agency received a finding of completion from DOF on December 23, 2015.

K. The parties desire to enter into this Agreement in to ratify the existence and validity of the RDA Promissory Notes, and to authorize the repayment to the City of remaining amount owed to the City.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Agreement is (a) to ratify the existence and validity of the RDA Promissory Note dated September 27, 1993, and (b) to establish the understanding and agreement of the parties as to the repayment terms of the September 27, 1993 RDA Promissory Note pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total outstanding amount of the loan owed to the City under the RDA Promissory Note dated September 27, 1993, as of June 30, 2018 was approximately \$12,580,000, and no payments have been made to reduce the original principal amount of \$4,500,000. A copy of the original Promissory Note is attached hereto as Exhibit A.

3. Amendment to RDA Promissory Note. Section 2 of the RDA Promissory Note is amended to read, "The unpaid principal balance of the loan shall bear interest at the rate of 3% per annum as allowed by Health and Safety Code section 34191.4."

4. Loan Furthered Legitimate Redevelopment Purposes. The parties acknowledge and agree that the amounts due to the City under the Agreement reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency's redevelopment activities and was for legitimate redevelopment purposes. The proceeds of the loan were used to acquire land for the development of market rate and affordable housing within the California City Redevelopment Project Area which was a project included within the California City Redevelopment Plan and authorized by the Community Redevelopment Law (Health & Saf. Code §33000 *et al.*)



## Loan Agreement # 2

5. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Agreement will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on October 3, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved, by resolution, the Agreement as an enforceable obligation, and made a finding that the loan of funds to the Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes and in compliance with Health and Safety Code section 34191.4(b)(2)(A)

c. The annual repayment to the City shall be the maximum amount authorized each fiscal year under Health and Safety Code section 34191.4(b)(3). The loan repayment amount shall be recalculated from the date of origination of the loan as approved by the redevelopment agency on a quarterly basis, at a simple interest rate of 3 percent. The recalculated loan shall be repaid to the city in accordance with the defined schedule attached hereto as Exhibit B. Moneys repaid shall be applied first to the principal, and second to the interest.

d. Twenty percent (20%) of any loan repayment shall be transferred to the Low and Moderate Income Housing Asset Fund established by the City of California City as the housing successor to the Redevelopment Agency.

6. The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Agreement, together with a finding that the loan of funds by the City to the former Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes.

IN WITNESS WHEREOF, the City and Successor Agency have executed this Agreement as of the date first set forth above.

**CITY OF CALIFORNIA CITY**

---

By: Robert Stockwell, City Manager

APPROVED AS TO FORM:

---

By: Christian Bettenhausen, City Attorney

-and-

Loan Agreement # 2

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY OF CALIFORNIA CITY**

By:

---

Robert Stockwell, Executive Director

APPROVED AS TO FORM:

By:

---

Christian Bettenhausen, Agency Counsel

PROMISSORY NOTE

As of July 1, 1993, the City of California City Redevelopment Agency (Agency) promises to pay the City of California City Sub-Division Deferred Improvement Fund (SDI Fund) the sum of 5 million 9 hundred and 2 thousand dollars (\$5,902,000.00) upon the following terms and conditions:

1. **PAYMENT SCHEDULE**

The principal amount shall bear interest as set forth below. The principal and interest hereunder shall be paid to the SDI Fund in twenty equal annual installments beginning on July 1, 2003.

2. **ACCELERATION**

The principal amount payable hereunder may be prepaid at the option of the Agency after July 1, 1994 in an amount equal to the principal thereof plus accrued interest to the date of prepayment.

3. **ATTORNEY'S FEES**

If the SDI Fund institutes and prevails in a lawsuit to enforce this note, the SDI Fund may also recover reasonable attorney's fees and costs.

4. **SUBORDINATION**

This promissory note shall be subordinate to the California City Redevelopment Agency 1991 Tax Allocation Bonds and the 1993 A Tax Allocation Bonds, and the 1993 B taxable Tax Allocation Bonds and any obligations issued to refund such bonds. This promissory note shall be superior to all other claims and obligations of the Redevelopment Agency including any future tax allocation bond issues of the Agency.

5. INTEREST

The unpaid principal balance shall bear interest at the rate of seven and three tenths percent (7.3%) per annum.

IN WITNESS WHEREOF, the parties have executed this note as of the day and year written below.

DATE: April 19 1993

City of California City a  
Public body Corporate and  
Politie

BY: [Signature]

IT's: MAYOR

DATE: April 19 1993

Redevelopment Agency of the  
City of California City, a  
public body corporate and  
politic

BY: [Signature]

IT's: CHAIRMAN

## PROMISSORY NOTE

On March 14, 1990, for value received, we promise to pay to the order of the CITY OF CALIFORNIA CITY at 21000 Hacienda Boulevard, California City, California 93505, the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000) in lawful money of the United States of America, with interest from the date of execution at the rate per annum equal to the approximate average annual interest rate earned by the City on the investment of SDI funds as determined by the City's Finance Director until paid. Interest shall be payable annually as of July 1 of each year but in no event later than July 31 of each year from available tax increment revenues of the Agency or from proceeds from the sale of the subject property, as hereafter defined. If interest is not paid when due, it shall be added to the principal and become a part thereof bearing interest at the same rate.

In the event of suit to enforce payment of this Note, a reasonable sum additional shall be allowed as attorney's fees in such suit and be made part of the judgment.

The proceeds of this note shall be used by the Redevelopment Agency of the City of California City to finance the purchase of approximately 317 acres of unimproved property adjacent to the Tierra Del Sol municipal Golf Course,

herein referred to as the "subject property" and other related costs in connection therewith including but not limited to closing costs and costs of planning for the development of the subject property. The subject property shall not be sold or encumbered by the Agency except with the consent of the City Council. The principal amount of this promissory note shall be paid from the proceeds, rents or profits from the sale, lease or other disposition of the subject property or, upon demand of the City, from available tax increment revenues received by the Agency until such time as the full amount of the promissory note set forth above is paid.

DATE: March 14, 1990

CITY OF CALIFORNIA CITY  
REDEVELOPMENT AGENCY

By: Lothie M. Walper  
Chairperson

Phase 1  
(10/16)  
Principal

Interest (@ 8%)

at 6/30/99

428,203.00

20,916.32

Payment  
11-5-99

(4,000.00)

(1,932.85)

424,203.00

20,723.47

Fy 6/30/2000  
interest

424,203.00

11,920.22

22,129.24

24,282.93

8/25/00 54 (4,000.00)

12/29/00 ~~47~~ 124  
185 days (4,000.00)

416,203.00

33,502.98 { 5,206.88 To 8/25/00  
11,420.40  
~~14,458.17~~ To 12/29/00  
16,875.70  
~~13,865.44~~ To 6/30/01  
(4,507.33) interest  
on 2 sales

270,278.58

Fy 6/30/02  
interest

416,203.00

33,296.24

303,574.82

CALIFORNIA CITY REDEVELOPMENT AGENCY  
1016 - PHASE I NOTE RECEIVABLE

9/21/93 to 9/21/94

---

508203

---

548859.24 at 9/21/94

842.1

-8600.59

---

541100.75 at 9/28/94

7460.46

-4366.85

---

\$ 544,194.36 at 11/30/94

5990.46

-4410.35

---

545774.47 at 1/20/95

9668.67

-8904.22

---

546538.92 at 4/18/95

6299.7

-4532.15

---

548306.47 at 6/12/95

5791.05

-4580

---

549517.52 at 8/2/95

5289.38

-4621.76

---

550185.14 at 9/18/95

334.59 3 days int. to 9/21/95

---

550519.73 at 9/21/95 194 days

23409.98

-9589.78

---

564339.93 at 4/2/96

4149.6

-4823.6

---

563665.93 at 5/7/96

8578.23

-4894.94

---

567349.22 at 7/19/96



7451.52

---

574800.74 at 9/21/96

-4952.36

629.95

---

570478.33 at 9/26/96

10116.09 int

---

580594.42 at 12/16/96

452203

128391.4

25273.05

---

452203

-4,000

---

-1249.9

---

448203

---

152414.6 at 8/29/97

9135.39

-24446.2

448203

---

161550 at 11/30/97

6680.07

-1388.23

-4000

---

444203

---

166841.8 at 2/6/98

14019.84

-1465.66

-4000

---

440203

---

179396 at 6/30/98

14182.98

-1634.44

-4000

---

436203

---

191944.5 at 11/24/98

6501.22

-1654.45

-4000

---

432203

---

196791.3 at 1/31/99

4262.82

-1742.32

-4000

---

428203

---

199311.8 at 3/17/99

9854.53

428203

---

209166.3 at 6/30/99

## PROMISSORY NOTE

On March 14, 1990, for value received, we promise to pay to the order of the CITY OF CALIFORNIA CITY at 21000 Hacienda Boulevard, California City, California 93505, the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000) in lawful money of the United States of America, with interest from the date of execution at the rate per annum equal to the approximate average annual interest rate earned by the City on the investment of SDI funds as determined by the City's Finance Director until paid. Interest shall be payable annually as of July 1 of each year but in no event later than July 31 of each year from available tax increment revenues of the Agency or from proceeds from the sale of the subject property, as hereafter defined. If interest is not paid when due, it shall be added to the principal and become a part thereof bearing interest at the same rate.

In the event of suit to enforce payment of this Note, a reasonable sum additional shall be allowed as attorney's fees in such suit and be made part of the judgment.

The proceeds of this note shall be used by the Redevelopment Agency of the City of California City to finance the purchase of approximately 317 acres of unimproved property adjacent to the Tierra Del Sol municipal Golf Course,

herein referred to as the "subject property" and other related costs in connection therewith including but not limited to closing costs and costs of planning for the development of the subject property. The subject property shall not be sold or encumbered by the Agency except with the consent of the City Council. The principal amount of this promissory note shall be paid from the proceeds, rents or profits from the sale, lease or other disposition of the subject property or, upon demand of the City, from available tax increment revenues received by the Agency until such time as the full amount of the promissory note set forth above is paid.

DATE: March 14, 1990

CITY OF CALIFORNIA CITY  
REDEVELOPMENT AGENCY

By: Lethia M. Walper

Chairperson

PROMISSORY NOTE

THE CITY OF CALIFORNIA CITY REDEVELOPMENT AGENCY (Agency) promises to pay the CITY OF CALIFORNIA CITY (City) the sum of four million five hundred thousand dollars (\$4,500,000.00) upon the following terms and conditions:

1. PAYMENT SCHEDULE

The principal amount shall bear interest as set forth below. The principal and interest shall be paid to the City at such times and in such amounts as payments are received from the Weissman Group of California City (Weissman) by the Agency pursuant to the Disposition and Development Agreement (Agreement) between the Agency and Weissman.

2. INTEREST

The unpaid balance shall bear interest at the rate of 12% per annum from March 14, 1990, to January 26, 1993. From January 27, 1993, the unpaid balance shall bear interest at the rate of 6.6% per annum.

3. ACCELERATION

The entire amount payable hereunder shall be due and payable on demand if the Agency shall fail to make payments at the times and in the amounts specified in the Agreement. The City's right to demand such payment shall not be affected by Weissman's failure to make payments under the Agreement.

4. ATTORNEY'S FEES

If the City institutes and prevails in a lawsuit to enforce this note, the City may also recover reasonable attorney's fees and costs.

5. SUBORDINATION

This promissory note shall be subordinate to the California City Redevelopment Agency 1991 Tax Allocation Bonds, the 1993A Tax Allocation Bonds, and 1993B Taxable Tax Allocation Bonds.

6. ENTIRE AGREEMENT

This note supersedes the note executed by the Agency in favor of the City on March 14, 1990.

IN WITNESS WHEREOF, the parties have executed this note as of the day and year written below.

DATE: Sept 27, 1993

CITY OF CALIFORNIA CITY,  
a Public Body Corporate  
and Politic

BY: Richard W. Moser  
IT'S Mayor

DATE: Sept 27, 1993

REDEVELOPMENT AGENCY of  
the City of California  
City, a Public Body Corporate  
and Politic

BY: Harold D. Duen  
IT'S Chairman

Approved As To Form:

Wayne Lemieux

City Attorney

David McEwen

Redevelopment Agency Attorney

IN WITNESS WHEREOF, the parties have executed this note as of the day and year written below.

DATE: Sept 27, 1993

CITY OF CALIFORNIA CITY,  
a Public Body Corporate  
and Politic

BY: Richard W. Moser  
IT'S Mayor

DATE: Sept 27, 1993

REDEVELOPMENT AGENCY of  
the City of California  
City, a Public Body Cor-  
porate and Politic

BY: David McEwen  
IT'S Chairman

Approved As To Form:

Denise A. Brogra  
Wayne Lemieux

City Attorney

David McEwen  
David McEwen

Redevelopment Agency Attorney

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$5,797,142.00
Annual interest rate	3.00%
Loan period in years	27
Number of payments per year	1
Start date of loan	4/19/1993

Optional extra payments	\$0.00
-------------------------	--------

LOAN SUMMARY

Scheduled payment	\$0.00
Scheduled number of payments	27
Actual number of payments	1
Total early payments	\$0.00
Total interest	\$6,783,061.73

LENDER NAME	SDI Fund
-------------	----------

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	4/19/1993	\$5,797,142.00	\$0.00	\$0.00	\$0.00	-\$173,914.26	\$173,914.26	\$5,971,056.26	\$173,914.26
2	4/19/1994	\$5,971,056.26	\$0.00	\$0.00	\$0.00	-\$179,131.69	\$179,131.69	\$6,150,187.95	\$353,045.95
3	4/19/1995	\$6,150,187.95	\$0.00	\$0.00	\$0.00	-\$184,505.64	\$184,505.64	\$6,334,693.59	\$537,551.59
4	4/19/1996	\$6,334,693.59	\$0.00	\$0.00	\$0.00	-\$190,040.81	\$190,040.81	\$6,524,734.39	\$727,592.39
5	4/19/1997	\$6,524,734.39	\$0.00	\$0.00	\$0.00	-\$195,742.03	\$195,742.03	\$6,720,476.43	\$923,334.43
6	4/19/1998	\$6,720,476.43	\$0.00	\$0.00	\$0.00	-\$201,614.29	\$201,614.29	\$6,922,090.72	\$1,124,948.72
7	4/19/1999	\$6,922,090.72	\$0.00	\$0.00	\$0.00	-\$207,662.72	\$207,662.72	\$7,129,753.44	\$1,332,611.44
8	4/19/2000	\$7,129,753.44	\$0.00	\$0.00	\$0.00	-\$213,892.60	\$213,892.60	\$7,343,646.04	\$1,546,504.04
9	4/19/2001	\$7,343,646.04	\$0.00	\$0.00	\$0.00	-\$220,309.38	\$220,309.38	\$7,563,955.42	\$1,766,813.42
10	4/19/2002	\$7,563,955.42	\$0.00	\$0.00	\$0.00	-\$226,918.66	\$226,918.66	\$7,790,874.09	\$1,993,732.09
11	4/19/2003	\$7,790,874.09	\$0.00	\$0.00	\$0.00	-\$233,726.22	\$233,726.22	\$8,024,600.31	\$2,227,458.31
12	4/19/2004	\$8,024,600.31	\$0.00	\$0.00	\$0.00	-\$240,738.01	\$240,738.01	\$8,265,338.32	\$2,468,196.32
13	4/19/2005	\$8,265,338.32	\$0.00	\$0.00	\$0.00	-\$247,960.15	\$247,960.15	\$8,513,298.47	\$2,716,156.47
14	4/19/2006	\$8,513,298.47	\$0.00	\$0.00	\$0.00	-\$255,398.95	\$255,398.95	\$8,768,697.42	\$2,971,555.42
15	4/19/2007	\$8,768,697.42	\$0.00	\$0.00	\$0.00	-\$263,060.92	\$263,060.92	\$9,031,758.35	\$3,234,616.35
16	4/19/2008	\$9,031,758.35	\$0.00	\$0.00	\$0.00	-\$270,952.75	\$270,952.75	\$9,302,711.10	\$3,505,569.10
17	4/19/2009	\$9,302,711.10	\$0.00	\$0.00	\$0.00	-\$279,081.33	\$279,081.33	\$9,581,792.43	\$3,784,650.43
18	4/19/2010	\$9,581,792.43	\$0.00	\$0.00	\$0.00	-\$287,453.77	\$287,453.77	\$9,869,246.20	\$4,072,104.20
19	4/19/2011	\$9,869,246.20	\$0.00	\$0.00	\$0.00	-\$296,077.39	\$296,077.39	\$10,165,323.59	\$4,368,181.59
20	4/19/2012	\$10,165,323.59	\$0.00	\$0.00	\$0.00	-\$304,959.71	\$304,959.71	\$10,470,283.30	\$4,673,141.30
21	4/19/2013	\$10,470,283.30	\$0.00	\$0.00	\$0.00	-\$314,108.50	\$314,108.50	\$10,784,391.79	\$4,987,249.79
22	4/19/2014	\$10,784,391.79	\$0.00	\$0.00	\$0.00	-\$323,531.75	\$323,531.75	\$11,107,923.55	\$5,310,781.55
23	4/19/2015	\$11,107,923.55	\$0.00	\$0.00	\$0.00	-\$333,237.71	\$333,237.71	\$11,441,161.25	\$5,644,019.25
24	4/19/2016	\$11,441,161.25	\$0.00	\$0.00	\$0.00	-\$343,234.84	\$343,234.84	\$11,784,396.09	\$5,987,254.09
25	4/19/2017	\$11,784,396.09	\$0.00	\$0.00	\$0.00	-\$353,531.88	\$353,531.88	\$12,137,927.97	\$6,340,785.97
26	4/19/2018	\$12,137,927.97	\$0.00	\$0.00	\$0.00	-\$364,137.84	\$364,137.84	\$12,502,065.81	\$6,704,923.81
27	6/30/2018	\$12,502,065.81	\$0.00	\$0.00	\$0.00	-\$78,137.91	\$78,137.91	\$12,580,203.73	\$6,783,061.73



# Amortization Calculator

## Loan Amount

\$ 12580204.00

## Interest Rate

3.000

%

## Term

15

Yr

## Start Date

2018-07-01

Calculate



[https://www.calci](https://www.facebook.com/sharer/sharer.php?u=https://www.calculatestuff.com/financial/loan-amortization-calculator)

(<https://www.facebook.com/sharer/sharer.php?u=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

(<https://twitter.com/intent/tweet?text=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

(<https://plus.google.com/share?url=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

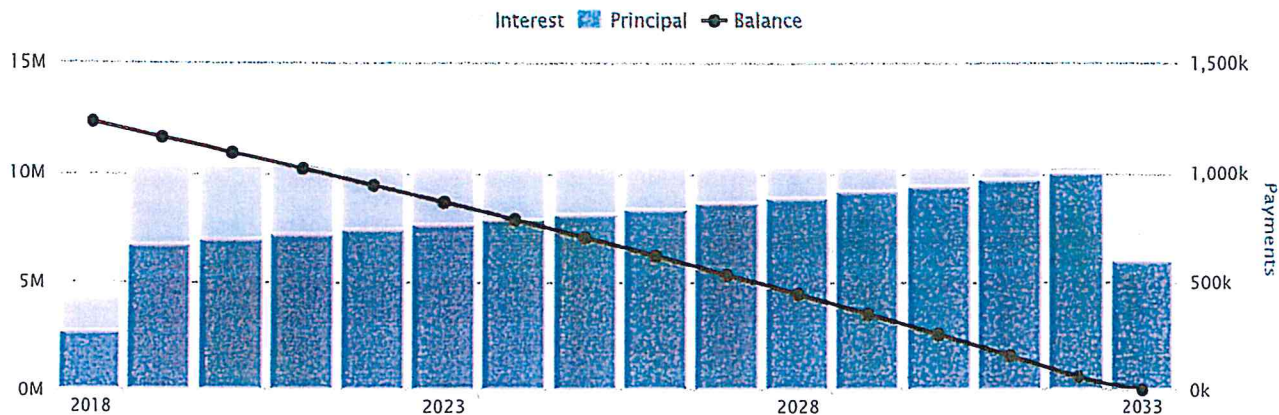
**\$86,876.58**  
Monthly Payment

**\$15,637,784.24**  
Over 180 Payments

**\$3,057,580.24**  
Total Interest

**Jul 2033**  
Pay-off Date





## Amortization Schedule

Yearly Amortization

Monthly Amortization

Month	Total Paid	Balance
Aug 2018	\$86,876.58	\$12,524,777.93
Sep 2018	\$86,876.58	\$12,469,213.29
Oct 2018	\$86,876.58	\$12,413,509.74
Nov 2018	\$86,876.58	\$12,357,666.93
Dec 2018	\$86,876.58	\$12,301,684.52
Jan 2019	\$86,876.58	\$12,245,562.15
Feb 2019	\$86,876.58	\$12,189,299.48
Mar 2019	\$86,876.58	\$12,132,896.15
Apr 2019	\$86,876.58	\$12,076,351.81
May 2019	\$86,876.58	\$12,019,666.11
Jun 2019	\$86,876.58	\$11,962,838.70
Jul 2019	\$86,876.58	\$11,905,869.22
Aug 2019	\$86,876.58	\$11,848,757.31
Sep 2019	\$86,876.58	\$11,791,502.62
Oct 2019	\$86,876.58	\$11,734,104.80
Nov 2019	\$86,876.58	\$11,676,563.48
Dec 2019	\$86,876.58	\$11,618,878.31
Jan 2020	\$86,876.58	\$11,561,048.93
Feb 2020	\$86,876.58	\$11,503,074.97
Mar 2020	\$86,876.58	\$11,444,956.08
Apr 2020	\$86,876.58	\$11,386,691.89

Jan 2023	\$86,876.58	\$9,380,036.19
Feb 2023	\$86,876.58	\$9,316,609.70
Mar 2023	\$86,876.58	\$9,253,024.64
Apr 2023	\$86,876.58	\$9,189,280.62
May 2023	\$86,876.58	\$9,125,377.24
Jun 2023	\$86,876.58	\$9,061,314.10
Jul 2023	\$86,876.58	\$8,997,090.81
Aug 2023	\$86,876.58	\$8,932,706.96
Sep 2023	\$86,876.58	\$8,868,162.15
Oct 2023	\$86,876.58	\$8,803,455.98
Nov 2023	\$86,876.58	\$8,738,588.04
Dec 2023	\$86,876.58	\$8,673,557.93
Jan 2024	\$86,876.58	\$8,608,365.24
Feb 2024	\$86,876.58	\$8,543,009.57
Mar 2024	\$86,876.58	\$8,477,490.51
Apr 2024	\$86,876.58	\$8,411,807.66
May 2024	\$86,876.58	\$8,345,960.60
Jun 2024	\$86,876.58	\$8,279,948.92
Jul 2024	\$86,876.58	\$8,213,772.21
Aug 2024	\$86,876.58	\$8,147,430.06
Sep 2024	\$86,876.58	\$8,080,922.06
Oct 2024	\$86,876.58	\$8,014,247.79
Nov 2024	\$86,876.58	\$7,947,406.83
Dec 2024	\$86,876.58	\$7,880,398.77
Jan 2025	\$86,876.58	\$7,813,223.19
Feb 2025	\$86,876.58	\$7,745,879.67
Mar 2025	\$86,876.58	\$7,678,367.79
Apr 2025	\$86,876.58	\$7,610,687.13
May 2025	\$86,876.58	\$7,542,837.27
Jun 2025	\$86,876.58	\$7,474,817.78
Jul 2025	\$86,876.58	\$7,406,628.24
Aug 2025	\$86,876.58	\$7,338,268.23

May 2020	\$86,876.58	\$11,328,282.04
Jun 2020	\$86,876.58	\$11,269,726.17
Jul 2020	\$86,876.58	\$11,211,023.91
Aug 2020	\$86,876.58	\$11,152,174.89
Sep 2020	\$86,876.58	\$11,093,178.75
Oct 2020	\$86,876.58	\$11,034,035.12
Nov 2020	\$86,876.58	\$10,974,743.63
Dec 2020	\$86,876.58	\$10,915,303.91
Jan 2021	\$86,876.58	\$10,855,715.59
Feb 2021	\$86,876.58	\$10,795,978.30
Mar 2021	\$86,876.58	\$10,736,091.67
Apr 2021	\$86,876.58	\$10,676,055.32
May 2021	\$86,876.58	\$10,615,868.88
Jun 2021	\$86,876.58	\$10,555,531.97
Jul 2021	\$86,876.58	\$10,495,044.22
Aug 2021	\$86,876.58	\$10,434,405.25
Sep 2021	\$86,876.58	\$10,373,614.68
Oct 2021	\$86,876.58	\$10,312,672.14
Nov 2021	\$86,876.58	\$10,251,577.24
Dec 2021	\$86,876.58	\$10,190,329.60
Jan 2022	\$86,876.58	\$10,128,928.84
Feb 2022	\$86,876.58	\$10,067,374.58
Mar 2022	\$86,876.58	\$10,005,666.44
Apr 2022	\$86,876.58	\$9,943,804.03
May 2022	\$86,876.58	\$9,881,786.96
Jun 2022	\$86,876.58	\$9,819,614.85
Jul 2022	\$86,876.58	\$9,757,287.31
Aug 2022	\$86,876.58	\$9,694,803.95
Sep 2022	\$86,876.58	\$9,632,164.38
Oct 2022	\$86,876.58	\$9,569,368.21
Nov 2022	\$86,876.58	\$9,506,415.05
Dec 2022	\$86,876.58	\$9,443,304.51

Sep 2025	\$86,876.58	\$7,269,737.32
Oct 2025	\$86,876.58	\$7,201,035.08
Nov 2025	\$86,876.58	\$7,132,161.09
Dec 2025	\$86,876.58	\$7,063,114.91
Jan 2026	\$86,876.58	\$6,993,896.12
Feb 2026	\$86,876.58	\$6,924,504.28
Mar 2026	\$86,876.58	\$6,854,938.96
Apr 2026	\$86,876.58	\$6,785,199.73
May 2026	\$86,876.58	\$6,715,286.15
Jun 2026	\$86,876.58	\$6,645,197.79
Jul 2026	\$86,876.58	\$6,574,934.20
Aug 2026	\$86,876.58	\$6,504,494.96
Sep 2026	\$86,876.58	\$6,433,879.62
Oct 2026	\$86,876.58	\$6,363,087.74
Nov 2026	\$86,876.58	\$6,292,118.88
Dec 2026	\$86,876.58	\$6,220,972.60
Jan 2027	\$86,876.58	\$6,149,648.45
Feb 2027	\$86,876.58	\$6,078,145.99
Mar 2027	\$86,876.58	\$6,006,464.77
Apr 2027	\$86,876.58	\$5,934,604.35
May 2027	\$86,876.58	\$5,862,564.28
Jun 2027	\$86,876.58	\$5,790,344.11
Jul 2027	\$86,876.58	\$5,717,943.39
Aug 2027	\$86,876.58	\$5,645,361.67
Sep 2027	\$86,876.58	\$5,572,598.49
Oct 2027	\$86,876.58	\$5,499,653.41
Nov 2027	\$86,876.58	\$5,426,525.96
Dec 2027	\$86,876.58	\$5,353,215.69
Jan 2028	\$86,876.58	\$5,279,722.15
Feb 2028	\$86,876.58	\$5,206,044.88
Mar 2028	\$86,876.58	\$5,132,183.41
Apr 2028	\$86,876.58	\$5,058,137.29

May 2028	\$86,876.58	\$4,983,906.05
Jun 2028	\$86,876.58	\$4,909,489.24
Jul 2028	\$86,876.58	\$4,834,886.38
Aug 2028	\$86,876.58	\$4,760,097.02
Sep 2028	\$86,876.58	\$4,685,120.68
Oct 2028	\$86,876.58	\$4,609,956.90
Nov 2028	\$86,876.58	\$4,534,605.21
Dec 2028	\$86,876.58	\$4,459,065.14
Jan 2029	\$86,876.58	\$4,383,336.22
Feb 2029	\$86,876.58	\$4,307,417.98
Mar 2029	\$86,876.58	\$4,231,309.94
Apr 2029	\$86,876.58	\$4,155,011.63
May 2029	\$86,876.58	\$4,078,522.58
Jun 2029	\$86,876.58	\$4,001,842.31
Jul 2029	\$86,876.58	\$3,924,970.34
Aug 2029	\$86,876.58	\$3,847,906.19
Sep 2029	\$86,876.58	\$3,770,649.38
Oct 2029	\$86,876.58	\$3,693,199.42
Nov 2029	\$86,876.58	\$3,615,555.84
Dec 2029	\$86,876.58	\$3,537,718.15
Jan 2030	\$86,876.58	\$3,459,685.87
Feb 2030	\$86,876.58	\$3,381,458.50
Mar 2030	\$86,876.58	\$3,303,035.57
Apr 2030	\$86,876.58	\$3,224,416.58
May 2030	\$86,876.58	\$3,145,601.04
Jun 2030	\$86,876.58	\$3,066,588.46
Jul 2030	\$86,876.58	\$2,987,378.35
Aug 2030	\$86,876.58	\$2,907,970.22
Sep 2030	\$86,876.58	\$2,828,363.57
Oct 2030	\$86,876.58	\$2,748,557.90
Nov 2030	\$86,876.58	\$2,668,552.71
Dec 2030	\$86,876.58	\$2,588,347.51

Jan 2031	\$86,876.58	\$2,507,941.80
Feb 2031	\$86,876.58	\$2,427,335.07
Mar 2031	\$86,876.58	\$2,346,526.83
Apr 2031	\$86,876.58	\$2,265,516.57
May 2031	\$86,876.58	\$2,184,303.78
Jun 2031	\$86,876.58	\$2,102,887.96
Jul 2031	\$86,876.58	\$2,021,268.60
Aug 2031	\$86,876.58	\$1,939,445.19
Sep 2031	\$86,876.58	\$1,857,417.22
Oct 2031	\$86,876.58	\$1,775,184.18
Nov 2031	\$86,876.58	\$1,692,745.56
Dec 2031	\$86,876.58	\$1,610,100.84
Jan 2032	\$86,876.58	\$1,527,249.51
Feb 2032	\$86,876.58	\$1,444,191.05
Mar 2032	\$86,876.58	\$1,360,924.95
Apr 2032	\$86,876.58	\$1,277,450.68
May 2032	\$86,876.58	\$1,193,767.73
Jun 2032	\$86,876.58	\$1,109,875.57
Jul 2032	\$86,876.58	\$1,025,773.68
Aug 2032	\$86,876.58	\$941,461.53
Sep 2032	\$86,876.58	\$856,938.60
Oct 2032	\$86,876.58	\$772,204.37
Nov 2032	\$86,876.58	\$687,258.30
Dec 2032	\$86,876.58	\$602,099.87
Jan 2033	\$86,876.58	\$516,728.54
Feb 2033	\$86,876.58	\$431,143.78
Mar 2033	\$86,876.58	\$345,345.06
Apr 2033	\$86,876.58	\$259,331.84
May 2033	\$86,876.58	\$173,103.59
Jun 2033	\$86,876.58	\$86,659.77
Jul 2033	\$86,876.42	\$0.00
<b>Totals</b>	<b>\$15,637,784.24</b>	

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$4,080,000.00
Annual interest rate	3.00%
Loan period in years	26
Number of payments per year	1
Start date of loan	9/27/1993

Optional extra payments

	\$0.00
--	--------

LOAN SUMMARY

Scheduled payment	\$0.00
Scheduled number of payments	26
Actual number of payments	1
Total early payments	\$0.00
Total interest	\$4,654,822.77

LENDER NAME

	SDI Fund
--	----------

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	9/27/1993	\$4,080,000.00	\$0.00	\$0.00	\$0.00	-\$122,400.00	\$122,400.00	\$4,202,400.00	\$122,400.00
2	9/27/1994	\$4,202,400.00	\$0.00	\$0.00	\$0.00	-\$126,072.00	\$126,072.00	\$4,328,472.00	\$248,472.00
3	9/27/1995	\$4,328,472.00	\$0.00	\$0.00	\$0.00	-\$129,854.16	\$129,854.16	\$4,458,326.16	\$378,326.16
4	9/27/1996	\$4,458,326.16	\$0.00	\$0.00	\$0.00	-\$133,749.78	\$133,749.78	\$4,592,075.94	\$512,075.94
5	9/27/1997	\$4,592,075.94	\$0.00	\$0.00	\$0.00	-\$137,762.28	\$137,762.28	\$4,729,838.22	\$649,838.22
6	9/27/1998	\$4,729,838.22	\$0.00	\$0.00	\$0.00	-\$141,895.15	\$141,895.15	\$4,871,733.37	\$791,733.37
7	9/27/1999	\$4,871,733.37	\$0.00	\$0.00	\$0.00	-\$146,152.00	\$146,152.00	\$5,017,885.37	\$937,885.37
8	9/27/2000	\$5,017,885.37	\$0.00	\$0.00	\$0.00	-\$150,536.56	\$150,536.56	\$5,168,421.93	\$1,088,421.93
9	9/27/2001	\$5,168,421.93	\$0.00	\$0.00	\$0.00	-\$155,052.66	\$155,052.66	\$5,323,474.59	\$1,243,474.59
10	9/27/2002	\$5,323,474.59	\$0.00	\$0.00	\$0.00	-\$159,704.24	\$159,704.24	\$5,483,178.83	\$1,403,178.83
11	9/27/2003	\$5,483,178.83	\$0.00	\$0.00	\$0.00	-\$164,495.36	\$164,495.36	\$5,647,674.19	\$1,567,674.19
12	9/27/2004	\$5,647,674.19	\$0.00	\$0.00	\$0.00	-\$169,430.23	\$169,430.23	\$5,817,104.42	\$1,737,104.42
13	9/27/2005	\$5,817,104.42	\$0.00	\$0.00	\$0.00	-\$174,513.13	\$174,513.13	\$5,991,617.55	\$1,911,617.55
14	9/27/2006	\$5,991,617.55	\$0.00	\$0.00	\$0.00	-\$179,748.53	\$179,748.53	\$6,171,366.08	\$2,091,366.08
15	9/27/2007	\$6,171,366.08	\$0.00	\$0.00	\$0.00	-\$185,140.98	\$185,140.98	\$6,356,507.06	\$2,276,507.06
16	9/27/2008	\$6,356,507.06	\$0.00	\$0.00	\$0.00	-\$190,695.21	\$190,695.21	\$6,547,202.27	\$2,467,202.27
17	9/27/2009	\$6,547,202.27	\$0.00	\$0.00	\$0.00	-\$196,416.07	\$196,416.07	\$6,743,618.34	\$2,663,618.34
18	9/27/2010	\$6,743,618.34	\$0.00	\$0.00	\$0.00	-\$202,308.55	\$202,308.55	\$6,945,926.89	\$2,865,926.89
19	9/27/2011	\$6,945,926.89	\$0.00	\$0.00	\$0.00	-\$208,377.81	\$208,377.81	\$7,154,304.70	\$3,074,304.70
20	9/27/2012	\$7,154,304.70	\$0.00	\$0.00	\$0.00	-\$214,629.14	\$214,629.14	\$7,368,933.84	\$3,288,933.84
21	9/27/2013	\$7,368,933.84	\$0.00	\$0.00	\$0.00	-\$221,068.02	\$221,068.02	\$7,590,001.85	\$3,510,001.85
22	9/27/2014	\$7,590,001.85	\$0.00	\$0.00	\$0.00	-\$227,700.06	\$227,700.06	\$7,817,701.91	\$3,737,701.91
23	9/27/2015	\$7,817,701.91	\$0.00	\$0.00	\$0.00	-\$234,531.06	\$234,531.06	\$8,052,232.97	\$3,972,232.97
24	9/27/2016	\$8,052,232.97	\$0.00	\$0.00	\$0.00	-\$241,566.99	\$241,566.99	\$8,293,799.95	\$4,213,799.95
25	9/27/2017	\$8,293,799.95	\$0.00	\$0.00	\$0.00	-\$248,814.00	\$248,814.00	\$8,542,613.95	\$4,462,613.95
26	6/30/2018	\$8,542,613.95	\$0.00	\$0.00	\$0.00	-\$192,208.81	\$192,208.81	\$8,734,822.77	\$4,654,822.77



[Home \(/\)](#) [Contact \(/contact-us\)](#) [Login \(/users/sign\\_in\)](#)

# Amortization Calculator

## Loan Amount

\$ 8734823.00

## Interest Rate

3.000

%

## Term

15

Yr

## Start Date

2018-07-01

Calculate

(<https://www.facebook.com/sharer/sharer.php?u=https://www.calculatestuff.com/financial/loan-amortization-calculator>)



[https://www.calci](https://www.calculatestuff.com/financial/loan-amortization-calculator)

(<https://twitter.com/intent/tweet?text=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

(<https://plus.google.com/share?url=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

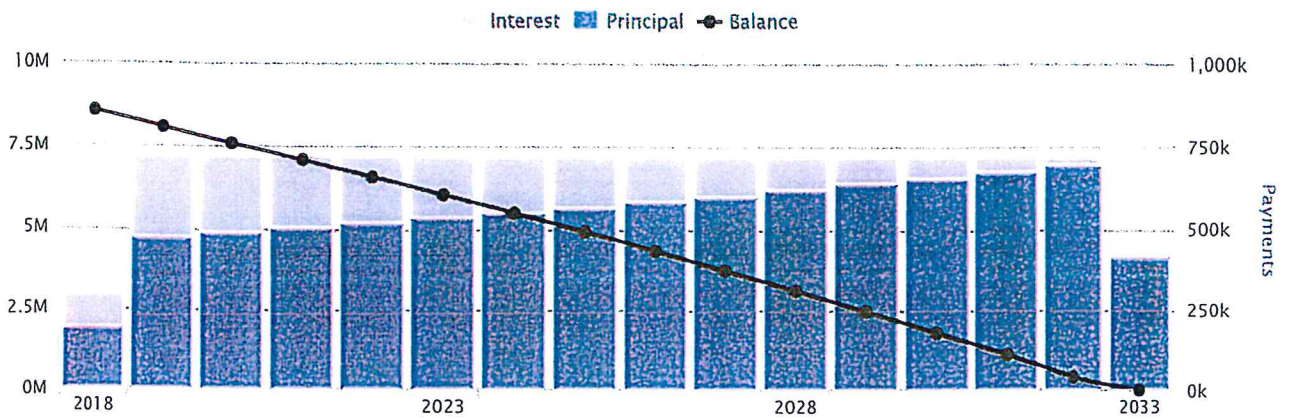
**\$60,321.08**  
Monthly Payment

**\$10,857,795.33**  
Over 180 Payments

**\$2,122,972.33**  
Total Interest

**Jul 2033**  
Pay-off Date





## Amortization Schedule

Yearly Amortization

Monthly Amortization

Month	Total Paid	Balance
Aug 2018	\$60,321.08	\$8,696,338.98
Sep 2018	\$60,321.08	\$8,657,758.75
Oct 2018	\$60,321.08	\$8,619,082.07
Nov 2018	\$60,321.08	\$8,580,308.70
Dec 2018	\$60,321.08	\$8,541,438.39
Jan 2019	\$60,321.08	\$8,502,470.91
Feb 2019	\$60,321.08	\$8,463,406.01
Mar 2019	\$60,321.08	\$8,424,243.45
Apr 2019	\$60,321.08	\$8,384,982.98
May 2019	\$60,321.08	\$8,345,624.36
Jun 2019	\$60,321.08	\$8,306,167.34
Jul 2019	\$60,321.08	\$8,266,611.68
Aug 2019	\$60,321.08	\$8,226,957.13
Sep 2019	\$60,321.08	\$8,187,203.44
Oct 2019	\$60,321.08	\$8,147,350.37
Nov 2019	\$60,321.08	\$8,107,397.67
Dec 2019	\$60,321.08	\$8,067,345.08
Jan 2020	\$60,321.08	\$8,027,192.36
Feb 2020	\$60,321.08	\$7,986,939.26
Mar 2020	\$60,321.08	\$7,946,585.53
Apr 2020	\$60,321.08	\$7,906,130.91

May 2020	\$60,321.08	\$7,865,575.16
Jun 2020	\$60,321.08	\$7,824,918.02
Jul 2020	\$60,321.08	\$7,784,159.24
Aug 2020	\$60,321.08	\$7,743,298.56
Sep 2020	\$60,321.08	\$7,702,335.73
Oct 2020	\$60,321.08	\$7,661,270.49
Nov 2020	\$60,321.08	\$7,620,102.59
Dec 2020	\$60,321.08	\$7,578,831.77
Jan 2021	\$60,321.08	\$7,537,457.77
Feb 2021	\$60,321.08	\$7,495,980.33
Mar 2021	\$60,321.08	\$7,454,399.20
Apr 2021	\$60,321.08	\$7,412,714.12
May 2021	\$60,321.08	\$7,370,924.83
Jun 2021	\$60,321.08	\$7,329,031.06
Jul 2021	\$60,321.08	\$7,287,032.56
Aug 2021	\$60,321.08	\$7,244,929.06
Sep 2021	\$60,321.08	\$7,202,720.30
Oct 2021	\$60,321.08	\$7,160,406.02
Nov 2021	\$60,321.08	\$7,117,985.96
Dec 2021	\$60,321.08	\$7,075,459.84
Jan 2022	\$60,321.08	\$7,032,827.41
Feb 2022	\$60,321.08	\$6,990,088.40
Mar 2022	\$60,321.08	\$6,947,242.54
Apr 2022	\$60,321.08	\$6,904,289.57
May 2022	\$60,321.08	\$6,861,229.21
Jun 2022	\$60,321.08	\$6,818,061.20
Jul 2022	\$60,321.08	\$6,774,785.27
Aug 2022	\$60,321.08	\$6,731,401.15
Sep 2022	\$60,321.08	\$6,687,908.57
Oct 2022	\$60,321.08	\$6,644,307.26
Nov 2022	\$60,321.08	\$6,600,596.95
Dec 2022	\$60,321.08	\$6,556,777.36

5/3/2018

## Loan Amortization Calculator

Jan 2023	\$60,321.08	\$6,512,848.22
Feb 2023	\$60,321.08	\$6,468,809.26
Mar 2023	\$60,321.08	\$6,424,660.20
Apr 2023	\$60,321.08	\$6,380,400.77
May 2023	\$60,321.08	\$6,336,030.69
Jun 2023	\$60,321.08	\$6,291,549.69
Jul 2023	\$60,321.08	\$6,246,957.48
Aug 2023	\$60,321.08	\$6,202,253.79
Sep 2023	\$60,321.08	\$6,157,438.34
Oct 2023	\$60,321.08	\$6,112,510.86
Nov 2023	\$60,321.08	\$6,067,471.06
Dec 2023	\$60,321.08	\$6,022,318.66
Jan 2024	\$60,321.08	\$5,977,053.38
Feb 2024	\$60,321.08	\$5,931,674.93
Mar 2024	\$60,321.08	\$5,886,183.04
Apr 2024	\$60,321.08	\$5,840,577.42
May 2024	\$60,321.08	\$5,794,857.78
Jun 2024	\$60,321.08	\$5,749,023.84
Jul 2024	\$60,321.08	\$5,703,075.32
Aug 2024	\$60,321.08	\$5,657,011.93
Sep 2024	\$60,321.08	\$5,610,833.38
Oct 2024	\$60,321.08	\$5,564,539.38
Nov 2024	\$60,321.08	\$5,518,129.65
Dec 2024	\$60,321.08	\$5,471,603.89
Jan 2025	\$60,321.08	\$5,424,961.82
Feb 2025	\$60,321.08	\$5,378,203.14
Mar 2025	\$60,321.08	\$5,331,327.57
Apr 2025	\$60,321.08	\$5,284,334.81
May 2025	\$60,321.08	\$5,237,224.57
Jun 2025	\$60,321.08	\$5,189,996.55
Jul 2025	\$60,321.08	\$5,142,650.46
Aug 2025	\$60,321.08	\$5,095,186.01

Sep 2025	\$60,321.08	\$5,047,602.90
Oct 2025	\$60,321.08	\$4,999,900.83
Nov 2025	\$60,321.08	\$4,952,079.50
Dec 2025	\$60,321.08	\$4,904,138.62
Jan 2026	\$60,321.08	\$4,856,077.89
Feb 2026	\$60,321.08	\$4,807,897.00
Mar 2026	\$60,321.08	\$4,759,595.66
Apr 2026	\$60,321.08	\$4,711,173.57
May 2026	\$60,321.08	\$4,662,630.42
Jun 2026	\$60,321.08	\$4,613,965.92
Jul 2026	\$60,321.08	\$4,565,179.75
Aug 2026	\$60,321.08	\$4,516,271.62
Sep 2026	\$60,321.08	\$4,467,241.22
Oct 2026	\$60,321.08	\$4,418,088.24
Nov 2026	\$60,321.08	\$4,368,812.38
Dec 2026	\$60,321.08	\$4,319,413.33
Jan 2027	\$60,321.08	\$4,269,890.78
Feb 2027	\$60,321.08	\$4,220,244.43
Mar 2027	\$60,321.08	\$4,170,473.96
Apr 2027	\$60,321.08	\$4,120,579.06
May 2027	\$60,321.08	\$4,070,559.43
Jun 2027	\$60,321.08	\$4,020,414.75
Jul 2027	\$60,321.08	\$3,970,144.71
Aug 2027	\$60,321.08	\$3,919,748.99
Sep 2027	\$60,321.08	\$3,869,227.28
Oct 2027	\$60,321.08	\$3,818,579.27
Nov 2027	\$60,321.08	\$3,767,804.64
Dec 2027	\$60,321.08	\$3,716,903.07
Jan 2028	\$60,321.08	\$3,665,874.25
Feb 2028	\$60,321.08	\$3,614,717.86
Mar 2028	\$60,321.08	\$3,563,433.57
Apr 2028	\$60,321.08	\$3,512,021.07

May 2028	\$60,321.08	\$3,460,480.04
Jun 2028	\$60,321.08	\$3,408,810.16
Jul 2028	\$60,321.08	\$3,357,011.11
Aug 2028	\$60,321.08	\$3,305,082.56
Sep 2028	\$60,321.08	\$3,253,024.19
Oct 2028	\$60,321.08	\$3,200,835.67
Nov 2028	\$60,321.08	\$3,148,516.68
Dec 2028	\$60,321.08	\$3,096,066.89
Jan 2029	\$60,321.08	\$3,043,485.98
Feb 2029	\$60,321.08	\$2,990,773.61
Mar 2029	\$60,321.08	\$2,937,929.46
Apr 2029	\$60,321.08	\$2,884,953.20
May 2029	\$60,321.08	\$2,831,844.50
Jun 2029	\$60,321.08	\$2,778,603.03
Jul 2029	\$60,321.08	\$2,725,228.46
Aug 2029	\$60,321.08	\$2,671,720.45
Sep 2029	\$60,321.08	\$2,618,078.67
Oct 2029	\$60,321.08	\$2,564,302.79
Nov 2029	\$60,321.08	\$2,510,392.47
Dec 2029	\$60,321.08	\$2,456,347.37
Jan 2030	\$60,321.08	\$2,402,167.16
Feb 2030	\$60,321.08	\$2,347,851.50
Mar 2030	\$60,321.08	\$2,293,400.05
Apr 2030	\$60,321.08	\$2,238,812.47
May 2030	\$60,321.08	\$2,184,088.42
Jun 2030	\$60,321.08	\$2,129,227.56
Jul 2030	\$60,321.08	\$2,074,229.55
Aug 2030	\$60,321.08	\$2,019,094.04
Sep 2030	\$60,321.08	\$1,963,820.70
Oct 2030	\$60,321.08	\$1,908,409.17
Nov 2030	\$60,321.08	\$1,852,859.11
Dec 2030	\$60,321.08	\$1,797,170.18

Jan 2031	\$60,321.08	\$1,741,342.03
Feb 2031	\$60,321.08	\$1,685,374.31
Mar 2031	\$60,321.08	\$1,629,266.67
Apr 2031	\$60,321.08	\$1,573,018.76
May 2031	\$60,321.08	\$1,516,630.23
Jun 2031	\$60,321.08	\$1,460,100.73
Jul 2031	\$60,321.08	\$1,403,429.90
Aug 2031	\$60,321.08	\$1,346,617.39
Sep 2031	\$60,321.08	\$1,289,662.85
Oct 2031	\$60,321.08	\$1,232,565.93
Nov 2031	\$60,321.08	\$1,175,326.26
Dec 2031	\$60,321.08	\$1,117,943.50
Jan 2032	\$60,321.08	\$1,060,417.28
Feb 2032	\$60,321.08	\$1,002,747.24
Mar 2032	\$60,321.08	\$944,933.03
Apr 2032	\$60,321.08	\$886,974.28
May 2032	\$60,321.08	\$828,870.64
Jun 2032	\$60,321.08	\$770,621.74
Jul 2032	\$60,321.08	\$712,227.21
Aug 2032	\$60,321.08	\$653,686.70
Sep 2032	\$60,321.08	\$594,999.84
Oct 2032	\$60,321.08	\$536,166.26
Nov 2032	\$60,321.08	\$477,185.60
Dec 2032	\$60,321.08	\$418,057.48
Jan 2033	\$60,321.08	\$358,781.54
Feb 2033	\$60,321.08	\$299,357.41
Mar 2033	\$60,321.08	\$239,784.72
Apr 2033	\$60,321.08	\$180,063.10
May 2033	\$60,321.08	\$120,192.18
Jun 2033	\$60,321.08	\$60,171.58
Jul 2033	\$60,322.01	\$0.00
<b>Totals</b>	<b>\$10,857,795.33</b>	

# OVERSIGHT BOARD

May 9, 2018

City of California City

**TO: Members of the Oversight Board of the Successor Agency of the former California City Redevelopment Agency**

**FROM: Bob Stockwell, Executive Director**

**SUBJECT: Distribution of funds from the sale of Successor Agency Properties**

## **Background**

Pursuant to Health and Safety Code Section 34173(d), the City of California City elected to become the Successor Agency to the former California City Redevelopment Agency ("Successor Agency") by Resolution No. 01-12-2449 on January 11, 2012; and pursuant to Health and safety Code Section 34173(g), the Successor Agency is now a separate legal entity from the City.

Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a Long-Range Property Management Plan ("Property Management Plan") that addresses the disposition and use of the real properties of the former redevelopment agency. The staff of the Successor Agency to the former California City Redevelopment Agency prepared a Long-Range Property Management Plan (LRPMP), which fully complies with the requirements for such plans set forth in Health & Safety Code, Section 34191.5 and identifies each of the real property assets of the California City Successor Agency (former California City Redevelopment Agency), including the Agency's preferred methods of disposing of those assets with the sale proceeds being applied to enforceable obligations.

On December 30, 2015, at a noticed public meeting the Oversight Board reviewed and approved the proposed Long-Range Property Management Plan for submittal to the Department of Finance.

To date, the Successor Agency has entered into property sale agreements as follows:

- November 8, 2016; K&D Estates purchased 8.58 acres. APN 205-330-26, for \$64,856.40.  
Proceeds received 06/23/17.
- December 1, 2016; Meister & Meister purchased 3.96 acres. APNs 302-510-05, 302-510-06, 302-510-07, 302-510-08, 302-510-09, 302-510-10, for \$333,216.40.  
Proceeds received 06/28/17.
- June 28, 2017; Canna Pharmaceuticals purchased 29.27 acres. APN 216-010-02, for \$585,000.00.  
Proceeds received as follows: \$15,000.00 (Deposit) 09/21/17  
Balance of proceeds received: \$570,000.00 02/27/18

**Recommendation**

Staff recommends the following, and upon completion of review, direct staff to forward to the Oversight Board for their review and approval.

Proceeds received from K&D Estates in the amount of \$64,856.40, and Meister & Meister in the amount of \$333,216.40, as these properties are a portion of the "317" Project area of which the agency had borrowed funds from the SDI to purchase the approximate 317 acres of land for a Master Planned Community Development Project, which we refer to as "The Villages Specific Plan". The Department of Finance has denied the repayment of the SDI notes on the Recognized Obligation Payment Schedule (ROPS), since 2012. Therefore, these funds cannot be used to pay down the SDI note as it is not an enforceable obligation. With this in mind, staff recognizes that the City of California City has been covering most, if not all of the administrative costs associated with the Administration of the Successor Agency. To date the Successor Agency is in arrears for Administrative costs in the amount of \$120,902.72. Staff recommends reimbursing the City in the amount of \$120,902.72

Proceeds received from Canna Pharmaceuticals in the amount of \$585,000.00 be dispersed to the Van Pray Land Note. Current balance of note: \$1,377,258.90 (as of May 31, 2018). This property is a portion of the property that the Redevelopment Agency purchased from Van Pray, (approx. 152acres), in November 2007. This payment would be applied to the principal balance thus significantly reducing the obligation by 2.5 years. The Van Pray Note is an enforceable obligation per the approved ROPS 17/18. New Amortization schedule reflecting this payment if approved, is attached for reference.

**Attachment:**

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING DISTRIBUTION OF FUNDS FROM PROPERTY DETAILED IN THE LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5 FOR THE DISPOSITION OF REAL PROPERTY ASSETS OF THE FORMER CALIFORNIA CITY REDEVELOPMENT AGENCY



DRAFT w/ lump sum pmt of  
585,000.00

Payment Date	Payment	Principal	Interest	Total Interest	Balance
Jun 2018	\$27,395.44	\$25,507.22	\$1,888.22	\$1,888.22	\$766,751.78
Jul 2018	\$27,395.44	\$25,568.01	\$1,827.43	\$3,715.64	\$741,183.77
Aug 2018	\$27,395.44	\$25,628.95	\$1,766.49	\$5,482.13	\$715,554.82
Sep 2018	\$27,395.44	\$25,690.03	\$1,705.41	\$7,187.54	\$689,864.79
Oct 2018	\$27,395.44	\$25,751.26	\$1,644.18	\$8,831.71	\$664,113.53
Nov 2018	\$27,395.44	\$25,812.63	\$1,582.80	\$10,414.52	\$638,300.90
Dec 2018	\$27,395.44	\$25,874.15	\$1,521.28	\$11,935.80	\$612,426.75
Jan 2019	\$27,395.44	\$25,935.82	\$1,459.62	\$13,395.42	\$586,490.93
Feb 2019	\$27,395.44	\$25,997.63	\$1,397.80	\$14,793.22	\$560,493.30
Mar 2019	\$27,395.44	\$26,059.59	\$1,335.84	\$16,129.06	\$534,433.70
Apr 2019	\$27,395.44	\$26,121.70	\$1,273.73	\$17,402.80	\$508,312.00
May 2019	\$27,395.44	\$26,183.96	\$1,211.48	\$18,614.27	\$482,128.04
Jun 2019	\$27,395.44	\$26,246.36	\$1,149.07	\$19,763.35	\$455,881.68
Jul 2019	\$27,395.44	\$26,308.92	\$1,086.52	\$20,849.86	\$429,572.76
Aug 2019	\$27,395.44	\$26,371.62	\$1,023.82	\$21,873.68	\$403,201.14
Sep 2019	\$27,395.44	\$26,434.47	\$960.96	\$22,834.64	\$376,766.67
Oct 2019	\$27,395.44	\$26,497.48	\$897.96	\$23,732.60	\$350,269.19
Nov 2019	\$27,395.44	\$26,560.63	\$834.81	\$24,567.41	\$323,708.56
Dec 2019	\$27,395.44	\$26,623.93	\$771.51	\$25,338.92	\$297,084.63
Jan 2020	\$27,395.44	\$26,687.38	\$708.05	\$26,046.97	\$270,397.25
Feb 2020	\$27,395.44	\$26,750.99	\$644.45	\$26,691.42	\$243,646.26
Mar 2020	\$27,395.44	\$26,814.75	\$580.69	\$27,272.11	\$216,831.51
Apr 2020	\$27,395.44	\$26,878.65	\$516.78	\$27,788.89	\$189,952.86
May 2020	\$27,395.44	\$26,942.72	\$452.72	\$28,241.61	\$163,010.14
Jun 2020	\$27,395.44	\$27,006.93	\$388.51	\$28,630.12	\$136,003.21
Jul 2020	\$27,395.44	\$27,071.30	\$324.14	\$28,954.26	\$108,931.92
Aug 2020	\$27,395.44	\$27,135.81	\$259.62	\$29,213.88	\$81,796.10
Sep 2020	\$27,395.44	\$27,200.49	\$194.95	\$29,408.83	\$54,595.62
Oct 2020	\$27,395.44	\$27,265.32	\$130.12	\$29,538.94	\$27,330.30
Nov 2020	\$27,395.44	\$27,330.30	\$65.14	\$29,604.08	\$0.00

Van Pray Land  
Purchase Agmt.

Current Balance of Loan 1,377,258.90 (May 31, 2018)  
Less \$ 585,000.00 = \$ 792,258.90

Calculators Mortgage Calculators Mortgage Calculator

# Mortgage Calculator

Calculate your monthly mortgage payment using the free calculator below. A house is the largest purchase most of us will ever make so it's important to calculate what your mortgage payment will be and how much you can afford. Estimate your monthly payments and see the effect of adding extra payments.

## Calculator information

Home price

\$ 792,259

Down payment

\$ 0.00

0

%

Mortgage term

2.5

years

30

months

Annual interest rate

2.86

%

CALCULATE

Your estimated monthly payment:

# \$ 27,395.44

Total principal paid

\$792,259.00

Total interest paid

\$29,604.08

## TODAY'S RATES

Show amortization / payment schedule

## House hunting?

## Unlock your free local value report now.

Enter an email, address or zip code for a preview and check your inbox for the full report.

- ✓ Forecasted Value
- ✓ Comparable properties
- ✓ Neighborhood trends
- ✓ Market analysis
- ✓ Property details
- ✓ ZIP code analysis

Search an address:

\*Email

Unlock My Value

## Beverly Hills, CA 90210

Value Forecast

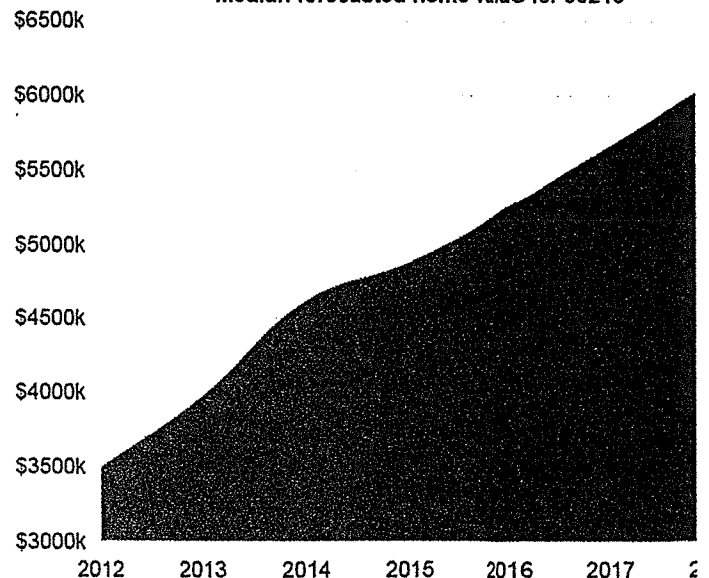
Neighborhood

Property Details

Similar Homes

M

Median forecasted home value for 90210



1 Year

2 Year

3 Year

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING DISTRIBUTION OF FUNDS FROM PROPERTY DETAILED IN THE LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5 FOR THE DISPOSITION OF REAL PROPERTY ASSETS OF THE FORMER CALIFORNIA CITY REDEVELOPMENT AGENCY**

**RECITALS:**

**WHEREAS**, pursuant to Health and Safety Code Section 34173(d), the City of California City elected to become the Successor Agency to the former California City Redevelopment Agency ("Successor Agency") by Resolution No. 01-12-2449 on January 11, 2012; and

**WHEREAS**, pursuant to Health and safety Code Section 34173(g), the Successor Agency is now a separate legal entity from the City; and

**WHEREAS**, Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a Long-Range Property Management Plan ("Property Management Plan") that addresses the disposition and use of the real properties of the former redevelopment agency; and

**WHEREAS**, the staff of the Successor Agency to the former California City Redevelopment Agency prepared a Long-Range Property Management Plan (LRPMP), which fully complies with the requirements for such plans set forth in Health & Safety Code, Section 34191.5 and identifies each of the real property assets of the California City Successor Agency (former California City Redevelopment Agency), including the Agency's preferred methods of disposing of those assets with the sale proceeds being applied to enforceable obligations; and

**WHEREAS**, the Successor Agency has received revenues from property sales listed in the LRPMP, through May 2018, as follows;

- November 8, 2016; K&D Estates purchased 8.58 acres. APN 205-330-26, for \$64,856.40.  
Proceeds to be distributed to the city for reimbursement of Administrative fees and charges through April 30, 2018.
- December 1, 2016; Meister & Meister purchased 3.96 acres. APNs 302-510-05, 302-510-06, 302-510-07, 302-510-08, 302-510-09, 302-510-10, for \$333,216.40.

- Proceeds to be distributed to the city for reimbursement of Administrative fees and charges through April 30, 2018, and Administrative fees associated with legal costs of property disposition.
- June 28, 2017; Canna Pharmaceuticals purchased 29.27 acres. APN 216-010-02, for \$585,000.00.  
Proceeds received as follows: \$15,000.00 09/21/17  
Balance of proceeds received: \$570,000.00 02/27/18  
Proceeds to be distributed to the Van Pray Land Note, dated November 6, 2007.

**NOW, THEREFORE BE IT RESOLVED** by the Oversight Board to the former dissolved California City Redevelopment Agency as follows:

**SECTION 1.** Distribution of funds as follows:

- K&D Estates \$64,856.40.  
Proceeds to be distributed to the city for reimbursement of Administrative fees and charges through April 30, 2018.
- Meister & Meister \$333,216.40.  
Proceeds to be distributed to the city for reimbursement of Administrative fees and charges through April 30, 2018, and Administrative fees associated with legal costs of property disposition.
- Canna Pharmaceuticals \$585,000.00.  
Proceeds to be distributed to the Van Pray Land Note, dated November 6, 2007.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the Oversight Board for the California City Successor Agency to the California City Redevelopment Agency at a Special Meeting held on the 9<sup>th</sup> day of May 2018.

**PASSED AND ADOPTED** by the

**PASSED AND ADOPTED** this 9<sup>th</sup> day of May, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Chairman – Oversight Board

ATTEST:

\_\_\_\_\_  
Denise Hilliker, City Clerk/Secretary

I hereby certify that the foregoing resolution was duly and regularly adopted by the Oversight Board of the Successor Agency at the special meeting thereof held on May 9, 2018.

\_\_\_\_\_  
Denise Hilliker, City Clerk/Secretary

